

EXHIBIT A

CHUBB®**Common Policy Declarations**

Policy Number: **I11153665 001**
 Named Insured & Mailing Address:
Archer Western – DeMoya Joint Venture LLC,
929 W Adams Street
Chicago, IL 60607

Company Name: **ACE American Insurance Company**
 Producer's Name & Address:
AON RISK SERVICES CENTRAL INC
200 EAST RANDOLPH ST 12TH FL
CHICAGO, IL 60601
174200 - New

General Policy InformationBusiness Description: **Contractor**When Coverage Begins: **01/21/2019** 12:01 A.M. Local Time at Named Insured's AddressWhen Coverage Ends: **01/21/2023** 12:01 A.M. Local Time at Named Insured's Address

In return for the payment of premium, and subject to all the terms and conditions of this policy, we agree to provide the insurance as stated in this policy.

The premium for this policy is indicated below next to the applicable Coverage Form(s).

Coverage Form

Completed Value Builders Risk Form ACE0219 (01/05)	\$	
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TRIPRA	\$	Rejected
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	\$	
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	\$	
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	\$	
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	\$	
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	\$	
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	\$	
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	\$	
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Total Premium:	\$	
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Total Assessments, Fees, Surcharges, Taxes:	\$	Not Applicable
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Total Amount Due:	\$	
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Minimum Earned Premium:	\$	
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Attached Forms Information

See CPfs2 (12/10)

Authorization Information

Date: 02/13/2019



JOHN J. LUPICA, President

Authorized Representative

These Declarations together with the Coverage Declarations, Common Policy Conditions and Coverage Conditions (if applicable), Coverage Form(s) and Forms and Endorsements, if any, issued to form a part thereof, complete the above numbered policy.

Forms Schedule

Company: **ACE American Insurance Company**
 SYM: **IMC** Policy ID: **111153665 001**

Policy Period

When Coverage Begins: **01/21/2019**

12:01 A.M. Local Time At Named Insured's Address

When Coverage Ends: **01/21/2023**

12:01 A.M. Local Time At Named Insured's Address

Applicable to all Coverage Parts

Form No. and Description

BB-5W58a (09/11)-Common Policy Declarations
ALL-21101 (11/06)-Trade or Economic Sanctions Endorsement
ALL-20887 (10/06)-CHUBB Producer Compensation Practices & Policies
IL P 001 (01/04)-U.S. Treasury Departments' Office of Foreign Assets Control ("OFAC") Advisory Notice to Policyholders
CC-1K11h (03/14)-Signatures

Commercial Inland Marine

Form No. and Description

ACE0220 (01/05)-Inland Marine Completed Value Project Builders Risk Declarations
ACE0219 (01/05)-Completed Value Project Builder's Risk Property Damage
ACE0210 (01/08)-Nuclear, Biological, Chemical, Radiological Exclusion
ACE0221 (01/05)-Hot Testing Endorsement
ACE0229 (06/05)-Completed Value Builders Risk Form Ordinance or Law Endorsement
ACE0237 (10/05)-Completed Value Project Builders Risk Property Damage Form Pollutant Clean-Up Endorsement
CM 01 01 11 85- Florida Changes - Warranties
CM 01 16 09 00- Florida Changes- Loss Payment
ALL-38725 (01/14) - Florida Important Notice to Policyholders
ALL-10753 (10/01)-Electronic Data Amendment Endorsement
ALL-10750 (01/15)-Terrorism Exclusion Endorsement
TRIA24 (01/15)-Policyholder Disclosure Notice of Terrorism Insurance Coverage
ACE0669 (05/11)-Minimum Earned Premium Endorsement
MS-58051 (02/17)-Severability of Interest Endorsement
MS-58052 (02/17)-Expediting and Extra Expense Endorsement
MS-58053(02/17)-Deductible Indemnity Agreement
MS-58054(02/17)-Waiver of the Adjustment Requirement on Projects not extended
MS-58055(02/17)-State of Disaster Limit Increase Endorsement
MS-58059(02/17)-Contract Penalty Endorsement
MS-58060 (02/17)-Escalation Clause Endorsement
MS-58061 (02/17)-Debris Removal Limit Endorsement
MS-58062(02/17)-Emergency Property Protection Endorsement
MS-58063(02/17)-Fire Department Service Charge and Fire Protective Equipment Recharge Endorsement
MS-58064(02/17)-Excess Transit Coverage Endorsement
MS-61177 (01/18)-Consequential General Conditions Endorsement
MS-273374 (01/19)- Named Windstorm Coverage for Temporary Works Endorsement
MS-270881 (12/18)- Corrosion, Marring, and Scratching Endorsement

MS-58065 (02/17)-Notice of Cancellation Endorsement
MS-58066 (02/17)-Amended Definitions Endorsement
MS-58067 (02/17)-Delay in Opening Endorsement
MS-58068 (02/17)-General (A) - Occupancy Endorsement
MS-58069 (02/17)-General (B) -Amending Excluded Causes of Loss 4,8,18
MS-58070 (02/17)-General (C) -Amending General Conditions 2 and 6
MS-58071 (02/17)-General (D) - Hot Testing Exclusion Endorsement
MS-58073 (02/17)-General (E) -Property in Transit
MS-58076 (02/17)-General (F) - Amending Exclusions 5
MS-58077 (02/17)-General (G) - Amending Conditions 6 and 21
MS-65053 (01/19)-Existing Real Property Coverage Endorsement
MS-61702 (12/17)-Temporary Storage Location Amendment Endorsement
MS-61927 (12/17)- Named Insured Endorsement
MS-3853 (08/11)- Limited Coverage for Fungi, Wet Rot, Dry Rot or Bacteria
CC-3R19 (7/97) - General Endorsement Ingress Egress Sub Limit
MS-61704 (12/17) - Excluded Causes of Loss Endorsement
ACE0724 (06/12)-ACE Inland Marine - Important Notice Notification of Claims

ACE American Insurance Company

Inland Marine Completed Value Project Builder's Risk Declarations

SYM:IMC Policy ID: I11153665 001

Named Insured & Mailing Address

Archer Western – DeMoya Joint Venture LLC,
929 W Adams Street
Chicago, IL 60607

Producer's Name & Address

AON RISK SERVICES CENTRAL INC
200 EAST RANDOLPH ST 13TH FL
CHICAGO, IL 60601

**General Policy
Information**

The Named Insured is: Archer Western – DeMoya Joint Venture LLC

Project Description: Project consists of renovating/widening
I-395 and State Road 839 Including a new cable stayed Signature Bridge

When Coverage Begins: 01/21/2019 12:01 A.M. Standard Time at Named Insured's Address

When Coverage Ends: 01/21/2023 12:01 A.M. Standard Time at Named Insured's Address

**In return for the payment of the premium by the Insured and subject to all the terms of
this policy, the Company agrees to provide the insurance as stated in this policy.**

I. Description, Location and Estimated Value of Contract Works at Policy Inception

- A. Estimated construction contract price is: **\$802,139,000**
 - B. Value of all property not declared in A. above to be insured by this policy and intended for installation under the construction contract, whether supplied by the project owner(s) or others(s): **Not Covered**
 - C. Estimated completed value of contract works at policy inception: **\$802,139,000**
 - D. Project name and contract number: FDOT I-395 Signature Bridge
Job number: 218069
 - E. Location: Miami, FL as described in revised submission received by Chubb on 10-15-18
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II. Limit of Liability \$250,000,000 (100 %) part of \$250,000,000 *per Occurrence,*

The Company will pay no more than the above limit(s) in any one occurrence. In addition, the Company will not be liable for more than its proportionate share (100 %) of the following sublimits and aggregate limits, which are part of, and not in addition to, the Limit of Liability above:

Sublimits

A. Physical damage or loss to covered property	<u>\$250,000,000</u>
B. Delay in opening per endorsement number	<u>\$7,000,000</u>
C. Property in-transit on any one conveyance	<u>\$5,000,000</u>
D. Off-site storage any one location	<u>\$5,000,000</u>
E. Installed trees and shrubs	<u>\$250,000</u>
Subject to a maximum for any one tree or shrub of	<u>\$2,500</u>

II. Limit of Liability

(Continued)

F. Expediting expense any one occurrence	\$ <u>5,000,000</u>
G. Debris removal, the lesser of 25% of the insured physical loss, or	\$ <u>See Endorsement</u>
H. Ordinance or law per endorsement number	\$ <u>2,000,000</u>
I. Fire department service charge	\$ <u>50,000</u>
J. Valuable papers and records	\$ <u>250,000</u>
K. Loss adjustment expenses	\$ <u>100,000</u>

Aggregate Limits of Liability

A. Flood annual aggregate limit	\$ <u>100,000,000</u>
B. Earth movement annual aggregate	\$ <u>100,000,000</u>
C. Pollutant clean-up annual aggregate limit, per endorsement number	\$ <u>100,000</u>

III. Deductibles\$ 100,000 for all *Covered Causes of Loss* except;

A. Loss or damage in any one occurrence caused by, or resulting from, earth movement	\$ <u>250,000</u> or <u>Not Applicable%</u> (*)
B. Loss or damage in any one occurrence caused by, or resulting from, flood	\$ <u>250,000</u>
C. Loss or damage in any one occurrence caused by, or resulting from, water damage	\$ <u>250,000</u>
D. Loss or damage in any one occurrence caused by, or resulting from, a NAMED STORM	\$ <u>250,000</u> or <u>Not Applicable%</u> (*)
E. Loss or damage in any one occurrence to property in transit	\$ <u>25,000</u>

(*) Where a percentage deductible is shown above, the deductible shall be the greater of the dollar amount shown, or the stated percentage of the total insured values at the project location at the time and date of the loss.

IV. Rates and Adjustment

Coverage Type / Expected Term in Months	Rate	Term Deposit
Contract Works Physical Damage / <u>1461</u> Days	\$ _____ Per \$100 <u>Annual</u>	\$ <u>\$</u>
Delay in Opening / <u>365</u> Days	<u>Included</u> Per \$100 <u>Annual</u>	\$ <u>Included</u>
Hot Testing (<u>365</u> days)	\$ <u>Included</u> Per \$100 <u>Flat</u>	\$ <u>Included</u>
Total 100% Deposit Premium		\$ _____

**V. Attached Forms
Information**

See Form CPfs2 (12/10)

ISSUING COMPANY ACE American Insurance Company
 POLICY NUMBER I11153665-001

ENDORSEMENT NUMBER MS-58067 (02/17)

COMPLETED VALUE BUILDERS RISK FORM
DELAY IN OPENING ENDORSEMENT

DECLARATIONS

For the purpose of this endorsement only, the Named Insured, if different from that shown on the policy declarations, shall be as shown below. There shall be no Additional Insureds hereunder, unless specifically endorsed below.

Named Insured: Archer Western – DeMoya Joint Venture LLC,
See Named Insured Endorsement)
929 W. Adams Street
Chicago, IL 60607

Premium for this
 endorsement: Included

PERIOD OF INDEMNITY: 365 Calendar Days

SCHEDULED DATE OF COMPLETION: 01/21/2023

WAITING PERIOD: 15t Calendar Days, Each **DELAY**

In consideration of the premium paid and subject to the policy terms and conditions and individual sublimits shown below, the total sublimit of liability for which the company shall be liable under this endorsement per occurrence and in the aggregate shall not exceed \$7,000,000. These sublimits are part of and not in addition to the policy limit of liability shown on page 1 of the Policy Declarations.

1. Loss Of RENTAL INCOME	\$ <u>Not Covered</u>
2. Loss Of GROSS EARNINGS	\$ <u>Not Covered</u>
3. SOFT COSTS / ADDITIONAL EXPENSES	\$ <u>7,000,000</u>

Refer to Individual Item Sublimits below:

Interest Expense on construction loan(s).	\$ <u>Included</u>
Advertising and Promotional expense.	\$ <u>Included</u>
Architects and/or Engineers Fees.	\$ <u>Included</u>
Legal and Accounting Fees.	\$ <u>Included</u>
Commissions incurred upon the renegotiation of leases.	\$ <u>Included</u>
Fees for licenses and permits.	\$ <u>Included</u>
Insurance Premiums.	\$ <u>Included</u>

MS-58067 (02/17)

ISSUING COMPANY ACE American Insurance Company
POLICY NUMBER I11153665-001

Real Estate Taxes and assessments.	\$	<u>Included</u>
Project Administration Expense.	\$	<u>Included</u>
Other: ____labor expense____	\$	<u>Included</u>
____rental expense____	\$	<u>Included</u>

INSURING AGREEMENT

1. Subject to all terms, conditions, limitations and exclusions of this Endorsement, and of the Policy to which it is attached, in the event of direct physical loss or damage to property insured under this Policy caused by a cause of loss not excluded under this policy, the Company will pay the actual **SOFT COSTS / ADDITIONAL EXPENSES**, Loss of **RENTAL INCOME** and / or Loss of **GROSS EARNINGS** sustained during the **PERIOD OF INDEMNITY** as a result of a **DELAY** in completion of the project described in the Declarations portion of this Policy, or as amended by Endorsement, when such **DELAY** is caused by an **OCCURRENCE** or series of **OCCURRENCE(S)**, resulting in physical loss or damage to property insured under this policy by cause of loss not otherwise excluded.
2. The Company shall also indemnify the Named Insured for expenditures during the **PERIOD OF INDEMNITY** that are necessarily incurred for the purpose of reducing any loss amount under this extension, but only to the extent that such loss amount otherwise payable under this extension is thereby reduced.
3. The Company will pay the actual Loss of RENTAL INCOME, Loss of GROSS EARNINGS and/or SOFT COSTS/ADDITIONAL EXPENSES sustained as a result of a DELAY in completion of the INSURED PROJECT, caused by action of civil authority that prohibits access to the INSURED PROJECT site stated on the Policy Declarations due to direct physical LOSS to property, other than at the INSURED PROJECT site stated on the Policy Declarations, caused by or resulting from an insured peril. This coverage will apply for a period of up to thirty (30) consecutive days after the application of the DELAY IN OPENING WAITING PERIOD.
4. The Company will pay the actual Loss of RENTAL INCOME, Loss of GROSS EARNINGS and/or SOFT COSTS/ADDITIONAL EXPENSES sustained as a result of a DELAY in completion of the INSURED PROJECT, caused by an insured peril that prohibits access to the INSURED PROJECT site stated on the Policy Declarations due to direct physical LOSS to property, other than at the INSURED PROJECT site stated on the Policy Declarations. This coverage will apply for a period of up to thirty (30) consecutive days after the application of the DELAY IN OPENING WAITING PERIOD.
5. The Company will pay for the actual Loss of RENTAL INCOME, Loss of GROSS EARNINGS and/or SOFT COSTS/ADDITIONAL EXPENSES sustained as a result of a DELAY in completion of the INSURED PROJECT caused by loss of electrical, steam, gas, water, sewer, telephone, or any other utility or service, situated on or within two (2) statute miles to the INSURED PROJECT due to direct physical LOSS caused by an insured peril. This coverage will apply for a period of up to thirty (30) consecutive days after the application of the DELAY IN OPENING WAITING PERIOD.

WAITING PERIOD

1. The coverage provided by this endorsement applies to each **DELAY** that exceeds the **WAITING PERIOD** specified in the DECLARATIONS, and only for such part of that **DELAY** that is in excess of this period.

ISSUING COMPANY <u>ACE American Insurance Company</u> POLICY NUMBER <u>I11153665-001</u>	
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2. In the event that more than one WAITING PERIOD shall apply to the coverage provided by this endorsement, only the longest WAITING PERIOD shall be applied.
3. The **WAITING PERIOD** specified in the DECLARATIONS of this endorsement applies independently and shall not be combined with any deductible that applies to physical loss or damage covered by this Policy.

ADDITIONAL EXCLUSIONS

The Company shall not be liable for any increase in **DELAY** caused by or resulting from:

1. The enforcement of any ordinance or law regulating construction, rebuilding, repair, replacement, removal or reconstruction of the work unless otherwise endorsed hereto.
2. Loss or damage to property not insured by this policy.
3. Alterations, additions, improvements or other changes made in the design, plans, specifications or other contract documents for the Insured Project which are required to effect the repair or replacement of the damaged property.
4. Non-availability of funds other than insurance reimbursements, for the repair or replacement of lost or damaged property.
5. Import, export or customs restrictions and / or regulations.
6. Breach of contract, late or non-completion of orders and/or suspension, lapse or cancellation of any lease or purchase order.
7. Failure of the **Named Insured** or any **Additional Insureds** to obtain, maintain or extend any permit, lease, license or purchase order commitments.
8. Failure of the **Named Insured** or any **Additional Insureds** to use due diligence and dispatch in restoring the damaged property to the condition existing prior to the loss or damage.
9. Interference with the Insured Project by strikers or other persons with the transportation of property, the construction, rebuilding, repairing or replacing of property insured hereunder or the occupancy and use of the premises.
10. Consequential damages including liquidated damages, performance or non-performance penalties, penalties for non-completion or non-compliance with contract conditions,
11. Any deviation from the original **SCHEDULED DATE OF COMPLETION** or revisions thereto, and which is independent of an insured loss or damage which gives rise to a **DELAY**, whether occurring prior to or after an **OCCURRENCE**.

GENERAL CONDITIONS

1. The **INSURED** shall furnish in writing, as often as required by the Company, progress reports on the **INSURED PROJECT**, except the **INSURED** shall immediately advise the Company in writing of any change which is likely to affect the **SCHEDULED DATE OF COMPLETION**. In the event a difference between the anticipated and actual progress of the work necessitates revision of the **SCHEDULED DATE OF COMPLETION**, the Company and the Named Insured shall agree to a revised **SCHEDULED DATE OF COMPLETION** which will be endorsed to this Policy. The **INSURED** shall then establish a revised progress schedule for the work which will be the basis of comparison with future progress reports. In the event of any further differences between the revised progress schedule and progress reports, similar revision(s) in the progress schedule will be made and a revised **SCHEDULED DATE OF COMPLETION** will be endorsed to this Policy.

Revisions to the **SCHEDULED DATE OF COMPLETION** will not be made as a result of insured loss(es).

ISSUING COMPANY <u>ACE American Insurance Company</u> POLICY NUMBER <u>I11153665-001</u>	
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In no case, will the revised **SCHEDULED DATE OF COMPLETION** be earlier than the original **SCHEDULED DATE OF COMPLETION** shown hereon.

2. It is a condition precedent to coverage under this endorsement that the Insured shall make every reasonable attempt to minimize the amount of any loss by:
 - a. Making complete or partial use of covered or other property at the location of the **INSURED PROJECT** or other location; and/or
 - b. Make use of other machinery, equipment or supplies; and/or
 - c. Minimize the extent of any interference with the construction schedule so as to avoid or diminish any **DELAY**.
3. The Company shall not be liable during the **PERIOD OF INDEMNITY** for more than the amount stated in the Declarations of this Endorsement.
4. At the end of the first month of the **PERIOD OF INDEMNITY** and monthly thereafter, if it is possible for the Company to determine the minimum amount of loss payable under this endorsement for the elapsed period, the Company shall pay such amount(s) to the Insured as an installment of the total loss.
5. The Company shall have the right, but not the duty to conduct an audit of the Insured's records twelve months after actual commencement of operations to determine the loss as defined by this Endorsement, as well as any expenses related to reducing loss incurred by the **INSURED**. Due consideration shall be given to seasonal patterns, trends, variations or special circumstances which would have affected the business had the **DELAY** not occurred, so that the amount thus adjusted shall represent as nearly as may be reasonably practicable the amount which, in the absence of the **DELAY**, would have been realized. Any amount saved in respect of labor costs, charges and expenses that have ceased or reduced during the **PERIOD OF INDEMNITY** and liquidated damage the **INSURED** is entitled to receive, whether collectible or not, shall be deducted from the loss during the **PERIOD OF INDEMNITY**.
6. If the amount of loss determined by any audit conducted by the Company is less than or exceeds the sum paid by the Company during the **PERIOD OF INDEMNITY**, the difference between the two amounts shall be paid by or to the Company as the case may be.
7. Upon request by the Company, the **INSURED** shall make available all records and information relevant to the coverage provided by this endorsement.
8. It is a condition of this insurance that the **INSURED** shall begin normal operations as soon as practical.

DEFINITIONS

For purposes of this endorsement, the following definitions shall apply in addition to those set forth in the policy:

1. **SCHEDULED DATE OF COMPLETION:** The later of the completion date scheduled in the construction contract, which includes any contractual required milestones or interim completion dates and shown on Page 1 of this endorsement; or, the date the **INSURED PROJECT** would have been completed or any contractual required milestones or interim completion dates should have been completed for commencement of commercial operations or use and occupancy if a loss hadn't occurred.
2. **WAITING PERIOD:** The number of calendar days per occurrence stated in the Declarations of this Endorsement, beginning with the later of the **SCHEDULED DATE OF COMPLETION** or the date the **INSURED PROJECT** could have been completed had there been no loss.

ISSUING COMPANY <u>ACE American Insurance Company</u> POLICY NUMBER <u>I11153665-001</u>	
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3. **DELAY:** The period of time between the **SCHEDULED DATE OF COMPLETION** and the actual date on which commercial operations or use and occupancy can commence with the exercise of due diligence and dispatch.
4. **GROSS EARNINGS:** The amount not realized by the **INSURED** during the **PERIOD OF INDEMNITY** which would have been earned from the commencement of operations or use and occupancy of the work if the **DELAY** had not occurred, consisting of;
- The sum of:**
- A. Total net sales value of production;
 - B. Total net sales of merchandise;
 - C. Other earnings derived from operations of the business
- Less the cost of:**
- D. Raw stock from which such production is derived
 - E. Supplies consisting of materials consumed directly in the conversions of such raw stock into finished stock or in supplying the service(s) sold by the **INSURED**;
 - F. Merchandise sold, including packaging materials thereof; and
 - G. Service(s) purchased from outsiders (not employees of the Insured) for resale which do not continue under contract.
- No other cost shall be deducted in determining **GROSS EARNINGS**.
5. **PERIOD OF INDEMNITY:** The number of days stated in the Declarations of this Endorsement which are in excess of the **WAITING PERIOD**. The **PERIOD OF INDEMNITY** for any insured **DELAY** hereunder shall not be limited or otherwise affected by the expiration, cancellation or termination of the Policy.
6. **RENTAL INCOME:** Revenues from rentals and leases not realized during the **PERIOD OF INDEMNITY**, which would have been earned by the Named Insured if the **DELAY** had not occurred, less non-continuing expenses.
7. **SOFT COSTS/ADDITIONAL EXPENSES:** Expenditures which are necessarily incurred during the **PERIOD OF INDEMNITY**, that would not have been incurred by the Insured if the **DELAY** had not occurred, including:
- A. Interest Expense on construction loan(s)
 - B. Advertising and promotional expenses necessarily incurred;
 - C. Architects and/or engineers fees;
 - D. Legal and accounting fees;
 - E. Commissions incurred upon renegotiation of leases;
 - F. Fees for licensing and permits;
 - G. Insurance premium;
 - H. Real Estate taxes and assessments;
 - I. Project administration expense;
 - J. Other, as accepted by the Company and scheduled in the Declarations of this Endorsement;

GENERAL ENDORSEMENT (A) – Occupancy Endorsement

Named Insured Archer Western – DeMoya Joint Venture LLC,			Endorsement Number
Policy Symbol IMC	Policy Number I11153665-001	Policy Period 01/21/2019 to 01/21/2023	Effective Date of Endorsement
Issued By (Name of Insurance Company) ACE American Insurance Company			

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**This endorsement modifies insurance provided under the following:
COMPLETED VALUE PROJECT BUILDER’S RISK PROPERTY DAMAGE FORM**

ACE 0219, part C Terms and Conditions, sub part 3. Terms of Insurance, is amended to read as follows:

Coverage provided hereunder shall attach as of the date shown on the declarations page and shall continue in full force and effect until:

- a. the expiration date shown on the declarations page, or
- b. final acceptance of the Insured Project by the owner, or
- c. abandonment of the Insured Project by the Insured, or
- d. the expiration of the Named Insured's interest in the Insured Project;

whichever first occurs.

All other terms and conditions remain unchanged.

General (B) -Amending Excluded Causes of Loss 4,8,18

Named Insured Archer Western – DeMoya Joint Venture LLC			Endorsement Number
Policy Symbol IMC	Policy Number I11153665-001	Policy Period 01/21/2019 to 01/21/2023	Effective Date of Endorsement
Issued By (Name of Insurance Company) ACE American Insurance Company			

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the following:
COMPLETED VALUE PROJECT BUILDER’S RISK PROPERTY DAMAGE FORM

The following changes are made to ACE 0219, Part D Excluded Causes of Loss:

4. is amended to read as follows:

Dishonest or criminal act by first named insured, any of their partners, employees, directors, trustees, authorized representatives or anyone to whom they entrust the property for any purpose whether or not such persons are acting alone or in collusion with others, and whether or not such act occurs during the hours of employment. This exclusion does not apply to carriers for hire or acts of destruction by first named insureds’ employees; but does apply to theft by employees.

8. is amended to read as follows:

Loss or damage covered under any written or implied guarantee or warranty by any manufacturer or supplier; but, only to the extent of recovery from such written or implied guarantee or warranty.

18. is amended to read as follows:

Normal settling, shrinking, cracking, expansion or contraction in foundations, walls, floors, buildings, patios, walkways, driveways, roads, or ceilings.

All other terms and conditions remain unchanged.

General (C) -Amending General Conditions 2 and 6

Named Insured Archer Western – DeMoya Joint Venture LLC			Endorsement Number
Policy Symbol IMC	Policy Number I11153665 001	Policy Period 01/21/2019 to 01/21/2023	Effective Date of Endorsement
Issued By (Name of Insurance Company) ACE American Insurance Company			

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**This endorsement modifies insurance provided under the following:
COMPLETED VALUE PROJECT BUILDER’S RISK PROPERTY DAMAGE FORM**

The following changes are made to ACE 0219, Part F, General Conditions:

- 2. Increased Hazard – the first sentence is changed from: “If there is an increase in hazard in the risk,” to read “If there is a material increase in hazard in the risk”.

- 6. In Case of Loss – part A. Notice of Occurrence is amended to read as follows: The Insured’s risk management department will, as soon as practicable, report in writing to the Company every Occurrence that may give rise to a claim under this Policy.

All other terms and conditions remain unchanged.

GENERAL ENDORSEMENT (D) – Hot Testing Exclusion

Named Insured Archer Western – DeMoya Joint Venture LLC			Endorsement Number
Policy Symbol IMC	Policy Number I11153665 001	Policy Period 01/21/2019 to 01/21/2023	Effective Date of Endorsement
Issued By (Name of Insurance Company) ACE American Insurance Company			

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**This endorsement modifies insurance provided under the following:
COMPLETED VALUE PROJECT BUILDER’S RISK PROPERTY DAMAGE FORM**

ACE 0219, part D EXCLUSIONS, PROPERTY EXCLUDED, 9, is amended as follows:

Hot Testing exclusion is deleted from the coverage form ACE0219 (01/05). Hot Testing coverage will be applicable on all projects.

All other terms and conditions remain unchanged.

GENERAL ENDORSEMENT (E) – EXTENSIONS OF COVERAGE

Named Insured Archer Western – DeMoya Joint Venture LLC			Endorsement Number
Policy Symbol IMC	Policy Number I11153665 001	Policy Period 01/21/2019 to 01/21/2023	Effective Date of Endorsement
Issued By (Name of Insurance Company) ACE American Insurance Company			

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**This endorsement modifies insurance provided under the following:
COMPLETED VALUE PROJECT BUILDER’S RISK PROPERTY DAMAGE FORM**

ACE 0219, part E. OPTIONAL EXTENSIONS OF COVERAGE, is amended as follows:

The PROPERTY IN TRANSIT, part B. (page 9 of 21) and TERRITORY (page 3 of 21) clauses of the coverage form ACE0219 (01/05) will be amended to provide coverage on property in due course of airborne or waterborne transit outside the continental United States or Canada. The limit of insurance for this coverage is \$500,000 per occurrence.

All other terms and conditions remain unchanged.

General (F) - Amending Exclusions 5

Named Insured Archer Western – DeMoya Joint Venture LLC			Endorsement Number
Policy Symbol IMC	Policy Number I11153665 001	Policy Period 01/21/2019 to 01/21/2023	Effective Date of Endorsement
Issued By (Name of Insurance Company) ACE American Insurance Company			

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**This endorsement modifies insurance provided under the following:
COMPLETED VALUE PROJECT BUILDER’S RISK PROPERTY DAMAGE FORM**

The following changes are made ACE 0219, part D. Exclusions, Excluded Causes of Loss:

5. Is amended to read as follows:

Mysterious disappearance, shortage or other loss discovered upon taking inventory.

All other terms and conditions remain unchanged.

General (G) - Amending Conditions 6 and 21

Named Insured Archer Western – DeMoya Joint Venture LLC			Endorsement Number
Policy Symbol IMC	Policy Number I11153665 001	Policy Period 01/21/2019 to 01/21/2023	Effective Date of Endorsement
Issued By (Name of Insurance Company) ACE American Insurance Company			

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**This endorsement modifies insurance provided under the following:
COMPLETED VALUE PROJECT BUILDER'S RISK PROPERTY DAMAGE FORM**

The following changes are made ACE 0219, part F. General Conditions:

6. IN CASE OF LOSS, C. Payment of Loss, is amended to read as follows:

All adjusted claims will be due and payable no later than thirty (30) days after presentation and acceptance of proof of loss by this Company or its appointed representative.

21. CANCELLATION, A. is amended to read as follows:

This Policy may be cancelled by the Insured by mailing to the Company written notice stating when, thereafter, such cancellation shall be effective. The Company may cancel this Policy by mailing to the Insured at the address shown in the policy written notice stating when, not less than 60 days thereafter, such cancellation will be effective. In the event of non-payment, the Company shall give fifteen (15) days notice. The mailing of notice as aforementioned shall be sufficient proof of notice and the effective date of cancellation stated in the notice shall become the end of the Policy period. Delivery of such written notice either by the Insured or by the Company shall be equivalent to mailing.

All other terms and conditions remain unchanged.

"Non Vitiating" (Severability of Insureds) Endorsement

Named Insured Archer Western – DeMoya Joint Venture LLC			Endorsement Number
Policy Symbol IMC	Policy Number I11153665 001	Policy Period 01/21/2019 to 01/21/2023	Effective Date of Endorsement
Issued By (Name of Insurance Company) ACE American Insurance Company			

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the following:
COMPLETED VALUE PROJECT BUILDER'S RISK PROPERTY DAMAGE FORM

It is noted and agreed that if the Named Insured described in the schedule comprises more than one insured party each operating as a separate and distinct entity then cover hereunder shall apply in the same manner and to the same extent as if the individual policies had been issued to each such insured party provided that the total liability of the Company to all of the insured parties collectively shall not exceed the sums insured and limits of liability including any sub-limits of liability as stated in the policy.

It is understood and agreed that any payment or payments by the Company to any one or more such insured parties shall reduce to the extent of that payment the Company's liability to all such parties arising from any one event giving rise to a claim under this policy and (if applicable) in the aggregate.

It is further understood that the insured parties will at all times preserve the various contractual rights and agreements entered into by the insured parties and the contractual remedies of such parties in the event of loss or damage.

It is further understood and agreed that the Company shall be entitled to avoid liability to or (as maybe appropriate) claim damages from any of the insured parties in circumstances of fraud, material misrepresentation, material non-disclosure or breach of any warranty or condition of this policy, each referred to in this clause as a vitiating act.

It is however agreed that (save as provided in this multiple insured's clause) a vitiating act committed by one insured party shall not prejudice the right to indemnity of any other insured party who has an insurable interest and who has not committed a vitiating act.

Insurers hereby agree to waive all rights of subrogation which they may have or acquire against any insured party except where the rights of subrogation or recourse are acquired in consequence of or otherwise following a vitiating act, in which circumstances the Company may enforce such rights notwithstanding the continuing or former status of the vitiating party as an insured.

The lenders to the project shall not be entitled to any indemnity under this Policy for or arising from loss or damage in respect of which the Company by reason of vitiating act is no longer liable to indemnify any one or more other insured party."

All other terms and conditions remain unchanged.

Expediting and Extra Expense Endorsement

Named Insured Archer Western – DeMoya Joint Venture LLC			Endorsement Number MS-58052
Policy Symbol IMC	Policy Number I11153665 001	Policy Period 01/21/2019 to 01/21/2023	Effective Date of Endorsement
Issued By (Name of Insurance Company) ACE American Insurance Company			

THIS ENDORSEMENT CHANGES YOUR POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the following:

COMPLETED VALUE PROJECT BUILDER'S RISK COVERAGE FORM

EXPEDITING and EXTRA EXPENSE

PART E, OPTIONAL EXTENSIONS OF COVERAGE, Section 4. EXPEDITING EXPENSES is revised as follows.

4. EXPEDITING and EXTRA EXPENSES combined

The Company will pay, subject to the Sublimits of Liability in the Declarations, for the reasonable extra costs to make temporary repairs, and to expedite the permanent repair or replacement of the covered property which is damaged by a covered peril, including additional wages for overtime, night work, and work on public holidays and the extra costs of express freight or other rapid means of transportation as well as the Extra Expense to include the reasonable and necessary excess costs incurred during the period of restoration and repair that are over and above the total costs that would normally have been incurred during the same period of time had no direct physical damage or loss damage occurred.

Extra expense shall include, but not be limited to equipment rental, emergency expenses, temporary use of property, demobilization and remobilization of equipment and facilities and expenses necessarily incurred to reduce loss; excluding however, any Additional Interest Expense, Debt Service, Business Interruption, Loss of Income, Loss of Earnings or Loss of Rents or Delay In Completion.

The most the Company will pay for EXPEDITING and EXTRA EXPENSES combined in any one OCCURRENCE is the applicable Sub limit of Liability stated below:

\$5,000,000

All Other Terms and Conditions Remain Unchanged.

Authorized Agent

DEDUCTIBLE INDEMNITY AGREEMENT ENDORSEMENT

Named Insured Archer Western – DeMoya Joint Venture LLC			Endorsement Number MS-58053
Policy Symbol IMC	Policy Number I11153665 001	Policy Period 01/21/2019 to 01/21/2023	Effective Date of Endorsement
Issued By (Name of Insurance Company) ACE American Insurance Company			

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

It is understood and agreed that if an authorized agent of the Insured issues Certificates of Insurance under this policy which show deductible(s) lower than the policy deductible(s) when same is required by contract between the Insured and a project owner, then in the event of a loss due to an insured peril under this policy to insured property identified in such Certificates, the Company agrees to adjust and pay the loss subject to the deductible set forth in the Certificate.

However, the Insured agrees to indemnify and promptly reimburse the Company for the difference between the lesser deductible amount set forth in the Certificate and the deductible amount specified in this policy. The Insured also agrees to promptly reimburse the Company for all costs, expenses, and attorneys' fees which may be incurred by the Company in enforcing this indemnity agreement.

All other terms and conditions remain unchanged.

	General Endorsement – Debris Removal Limit	
General Policy Information	Named Insured:	Archer Western – DeMoya Joint Venture LLC
	Policy Symbol: IMC	Policy Number: 111153665 001
	Endorsement Number: MS-58061	Effective date of Endorsement:
	Policy Period: 01/21/2019 to 01/21/2023	
	Issued by: ACE American Insurance Company (Name of Insurance Company) This Endorsement changes the policy – Please read it carefully This endorsement modifies insurance provided under the following:	
	Completed Value Builders Risk	COVERAGE FORM
Endorsement Information	<p>ACE 0220, Declarations, part II. Limit of Liability, G. Debris removal, the lesser of 25% of the insured physical loss, or see endorsement is amended to read G. Debris removal \$7,500,000.</p> <p>All other terms and conditions remain unchanged.</p>	

STATE OF DISASTER INCREASED LIMIT OF LIABILITY ENDORSEMENT

Named Insured Archer Western – DeMoya Joint Venture LLC			Endorsement Number MS-58055
Policy Symbol IMC	Policy Number I11153665 001	Policy Period 01/21/2019 to 01/21/2023	Effective Date of Endorsement
Issued By (Name of Insurance Company) ACE American Insurance Company			

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**This endorsement modifies insurance provided under the following:****COMPLETED VALUE PROJECT BUILDER'S RISK PROPERTY DAMAGE FORM**

It is hereby understood and agreed that **PART B LIMITS OF LIABILITY** is amended to include the following:

3. STATE OF DISASTER INCREASED LIMIT OF LIABILITY

The Limit of Liability per OCCURRENCE and the Sub limits of Liability on an individual New Project Declaration Endorsement will be automatically increased by 25% if there is a declaration of a state of disaster by federal or state authorities but only if the Insured Project is located within the declared disaster area, except:

- A. The Sublimit of Liability for NAMED WINDSTORM and the Aggregate Limit of Liability for FLOOD will not be automatically increased for Insured Project(s) located:
 - a. within any Tier 1 NAMED WINDSTORM County,
 - b. within entire states of Hawaii and Florida,
 - c. within Louisiana south of Baton Rouge.
- B. The Aggregate Limit of Liability for EARTH MOVEMENT will not be automatically increased for any Insured Project(s) located within the states of Alaska, Hawaii, California, Oregon, Washington or locations within the New Madrid Earthquake Zone (refer to the New Madrid County schedule).
- C. The Aggregate Limit of Liability for FLOOD will not be automatically increased for any Insured Project(s) located within Flood Zones A, D, V or sub-zones thereof.

Unless these perils had limits equal to project values.

All other terms and conditions remain unchanged.

AMENDED DEFINITIONS NAMED WINDSTORM, EARTH MOVEMENT AND FLOOD

Named Insured Archer Western – DeMoya Joint Venture LLC			Endorsement Number
Policy Symbol IMC	Policy Number I11153665 001	Policy Period 01/21/2019 to 01/21/2023	Effective Date of Endorsement
Issued By (Name of Insurance Company) ACE American Insurance Company			

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the following:
COMPLETED VALUE PROJECT BUILDER'S RISK PROPERTY DAMAGE FORM

The definitions in PART G DEFINITIONS for NAMED WINDSTORM, EARTH MOVEMENT AND FLOOD are deleted and replaced with the following:

NAMED WINDSTORM

An intense tropical weather system with a well-defined circulation and maximum sustained winds of at least 34 kt (39 mph or 63 km/hr) that is named by the National Oceanic and Atmospheric Administration (NOAA), including any of NOAA's organizations, such as the National Weather Service or the National Hurricane Center.

EARTH MOVEMENT

All earth movement, including earthquake, landslide, mudslide, rock fall, sinkhole, caused by tectonic or seismic activity or volcanic eruption.

FLOOD

A condition of inundation of normally dry areas, including dewatered areas, that results from;

- A. Rainfall and resultant runoff, rising water, surface water, storm surge, waves, tidal water, tidal wave or tsunami, all whether driven by wind or not; or
- B. The overflowing of any breach of streams, rivers, lakes, reservoirs or other bodies of water; or spray from any of the foregoing, all whether driven by wind or not; or
- C. The failure of a cofferdam or similar structure intended to hold water back from an area of construction; or
- D. Unusual or unexpected accumulation of water caused by seepage or leakage.

All other terms and conditions remain unchanged.

WAIVER OF PREMIUM ADJUSTMENT ON PROJECTS NOT EXTENDED ENDORSEMENT

Named Insured Archer Western – DeMoya Joint Venture LLC			Endorsement Number
Policy Symbol IMC	Policy Number I11153665 001	Policy Period 01/21/2019 to 01/21/2023	Effective Date of Endorsement
Issued By (Name of Insurance Company) ACE American Insurance Company			

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**This endorsement modifies insurance provided under the following:
COMPLETED VALUE PROJECT BUILDER'S RISK PROPERTY DAMAGE FORM**

It is hereby agreed that we waive the Reporting Provisions and Premium Adjustment on insured projects which have expired and are not being extended, notwithstanding anything to the contrary contained in:

- a. Part C Terms and Conditions, 6. Premium, B. Reporting Provisions, and
- b. Part C Terms and Conditions, 6. Premium, C. Premium Adjustment.

All other terms and conditions remain unchanged.

EXCESS TRANSIT COVERAGE ENDORSEMENT

Named Insured Archer Western – DeMoya Joint Venture LLC			Endorsement Number MS-58064
Policy Symbol IMC	Policy Number I11153665 001	Policy Period 01/21/2019 to 01/21/2023	Effective Date of Endorsement
Issued By (Name of Insurance Company) ACE American Insurance Company			

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

THIS ENDORSEMENT MODIFIES INSURANCE PROVIDED UNDER THE FOLLOWING:

Completed Value Project Builder's Risk Property Damage Form

To the extent others are responsible for loss or damage to the covered property while in transit under terms Free on Board (F.O.B.) to a designated location or recipient, this coverage will apply excess thereof and shall not contribute thereto.

All other terms and conditions remain unchanged.

CONTRACT PENALTY ENDORSEMENT

Named Insured Archer Western – DeMoya Joint Venture LLC			Endorsement Number
Policy Symbol IMC	Policy Number I11153665 001	Policy Period 01/21/2019 to 01/21/2023	Effective Date of Endorsement
Issued By (Name of Insurance Company) ACE American Insurance Company			

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**This endorsement modifies insurance provided under the following:
COMPLETED VALUE PROJECT BUILDER'S RISK PROPERTY DAMAGE FORM**

This policy will pay 75% of the contractual penalties the Insured is required to pay its customers as a result of any clause in a project document or contract for failure to timely deliver the Insured's work product according to the contract terms. Contractual penalties must result solely from direct physical loss or damage by a peril not excluded to covered property. Payment under this provision shall not exceed \$100,000. This amount is part of, and not in addition to, the Limit of Liability stated on the Declarations. The deductible applicable to this coverage is a 15 day Waiting Period as defined in the Delay in Opening Endorsement.

All other terms and conditions remain unchanged.

Escalation Endorsement

Named Insured Archer Western – DeMoya Joint Venture LLC			Endorsement Number
Policy Symbol IMC	Policy Number I11153665 001	Policy Period 01/21/2019 to 01/21/2023	Effective Date of Endorsement
Issued By (Name of Insurance Company) ACE American Insurance Company			

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

THIS ENDORSEMENT MODIFIES INSURANCE PROVIDED UNDER THE FOLLOWING:

COMPLETED VALUE BUILDERS RISK COVERAGE FORM

The Sub-limit of Insurance for physical damage or loss to covered property shown on the Declarations is considered to be an estimate. Should any increase in the estimated value for a project occur, the Sub-limit of Insurance for physical damage or loss to covered property will automatically increase to reflect the change concurrently, subject to a maximum increase of 5% of the initial project limit. The Occurrence Limit of Insurance shown on the Declarations will increase by the same amount.

During the term of this policy, we will not automatically increase the Sub-limit of Insurance for physical damage or loss to covered property by more than 5% of the initial project limit.

If a project term is to be extended, updated values are to be reported at the time of extension request

All other terms and conditions remain unchanged.

Authorized Representative

EMERGENCY PROPERTY PROTECTION ENDORSEMENT

Named Insured Archer Western – DeMoya Joint Venture LLC			Endorsement Number
Policy Symbol IMC	Policy Number I11153665 001	Policy Period 01/21/2019 to 01/21/2023	Effective Date of Endorsement
Issued By (Name of Insurance Company) ACE American Insurance Company			

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

THIS ENDORSEMENT MODIFIES INSURANCE PROVIDED UNDER THE FOLLOWING:

Completed Value Project Builder's Risk Property Damage Form

This policy shall pay for those reasonable expenses incurred by the insured in an effort to protect or remove Covered Property, including moving and storage expenses, when the property is in imminent danger of sustaining direct physical loss or damage by the perils of:

- (1) NAMED WINDSTORM, but only when the potential for the same to occur and to affect Covered Property has been forecasted by the National Weather Service;
- (2) FLOOD, but only when the potential for the same to occur and to affect Covered Property has been forecasted by the National Weather Service or the U. S. Army Corps of Engineers;
- (3) Fire.

Coverage under this extension shall also apply to any physical loss or damage to Covered Property which it is being moved or in transit to a storage location.

This coverage extension applies for a maximum of thirty (30) consecutive days after the property is first moved.

The most the Company will pay is \$500,000 per occurrence and \$1,000,000 in the aggregate within the policy term.

All other terms and conditions remain unchanged.

Notice of Cancellation Certificate Holders (Specified Days)

Named Insured Archer Western – DeMoya Joint Venture LLC			Endorsement Number
Policy Symbol IMC	Policy Number I11153665 001	Policy Period 01/21/2019 to 01/21/2023	Effective Date of Endorsement
Issued By (Name of Insurance Company) ACE American Insurance Company			

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the following:
COMPLETED VALUE PROJECT BUILDER'S RISK PROPERTY DAMAGE FORM

The person(s) or organizations(s) listed or described in the Schedule below have requested that they receive written notice of cancellation when this policy is cancelled by us. We will mail or deliver to the Person(s) or Organization(s) listed or described in the Schedule a copy of the written notice of cancellation that we sent to you. If possible, such copies of the notice will be mailed at least **60** days, (except for cancellation for non-payment of premium which will be mailed 10 days) prior to the effective date of the cancellation, to the address or addresses of certificate holders as provided by your broker or agent.

Schedule

Person(s) or Organization(s) including mailing address:

All certificate holders where written notice of cancellation of this policy is required by written contract, permit or agreement with the Named Insured and whose names and addresses will be provided to us by the broker or agent listed in the Declarations Page of this policy for the purposes of complying with such request.

This notification of cancellation of the policy is intended as a courtesy only. Our failure to provide such notification to the person(s) or organization(s) shown in the Schedule will not extend any policy cancellation date nor impact or negate any cancellation of the policy. This endorsement does not entitle the person(s) or organization(s) listed or described in the Schedule above to any benefit, rights or protection under this policy.

Any provision of this endorsement that is in conflict with a statute or rule is hereby amended to conform to the statute or rule..

All other terms and conditions remain unchanged.

Fire Department Service Charge and Fire Protective Equipment Recharge Endorsement

Named Insured Archer Western – DeMoya Joint Venture LLC			Endorsement Number
Policy Symbol IMC	Policy Number I11153665 001	Policy Period 01/21/2019 to 01/21/2023	Effective Date of Endorsement
Issued By (Name of Insurance Company) ACE American Insurance Company			

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**This endorsement modifies insurance provided under the following:
COMPLETED VALUE PROJECT BUILDER'S RISK PROPERTY DAMAGE FORM**

ACE0219 (01/15), part E Optional Extensions of Coverage, part 6. is amended to read:

Fire Department Service Charges

When a fire department, police department or other governmental authority is called to save or protect covered property from a covered loss, we will pay the charges that result from:

- A. A written contract or agreement signed prior to the loss; or
- B. Required by local ordinance.

The following is added to ACE0219 (01/15), part E Optional Extensions of Coverage:

Fire Protective Equipment Recharge

The Company will pay for the cost to recharge or refill any fire protective equipment owned, in the control of, or used to protect insured property of the NAMED INSURED, when discharged:

- A. To prevent or control direct physical LOSS by an insured peril;
- B. Accidentally; or
- C. As a result of malfunction of the equipment.

The limit of liability for this extension of coverage is \$25,000. It is part of, and not in addition to, the Limit of Liability for the Project.

All other terms and conditions remain unchanged.

CONSEQUENTIAL GENERAL CONDITIONS & PROFIT ENDORSEMENT

Named Insured Archer Western – DeMoya Joint Venture LLC			Endorsement Number MS-61177
Policy Symbol IMC	Policy Number I11153665 001	Policy Period 01/21/2019 to 01/21/2023	Effective Date of Endorsement
Issued By (Name of Insurance Company) ACE American Insurance Company			

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the following:

COMPLETED VALUE PROJECT BUILDER'S RISK PROPERTY DAMAGE FORM

Additional Premium-\$ included

If the first NAMED INSURED is a General Contractor, the following is added to **PART E:**

OPTIONAL EXTENSIONS OF COVERAGE

For the purpose of this endorsement, there shall be no Additional Insureds hereunder.

Consequential General Conditions & Fee

This Policy is extended to cover reasonable site-related and home office Consequential General Conditions and Profit that are incurred by the NAMED INSURED as a result of a covered LOSS at the INSURED PROJECT site, but only with respect to part(s) of the INSURED PROJECT that are not damaged.

Consequential General Conditions and Profit shall be limited to items and percentages set forth in the applicable written contract for construction of the INSURED PROJECT, or any written change order executed thereto.

Expenses to repair or replace the direct physical LOSS are not covered as part of the Consequential General Conditions and Profit.

The most the Company will pay for LOSS under this endorsement is the following:

25% of the insured physical LOSS, or \$1,000,000 per OCCURRENCE , subject to a Policy term aggregate of \$1,000,000; whichever is less.

This Sub-limit of Insurance is part of, and not in addition to, the Limit of Insurance stated in the Policy.

All other terms and conditions remain unchanged

Authorized Representative

CHUBB®**TEMPORARY STORAGE LOCATION AMENDMENT**

Named Insured Archer Western – DeMoya Joint Venture LLC			Endorsement Number MS-61702
Policy Symbol IMC	Policy Number I11153665 001	Policy Period 01/21/2019 to 01/21/2023	Effective Date of Endorsement
Issued By (Name of Insurance Company) ACE American Insurance Company			

Insert the policy number. The remainder of the information is to be completed only when this endorsement is issued subsequent to the preparation of the policy.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**This endorsement modifies insurance provided under the following:****COMPLETED VALUE BUILDERS RISK COVERAGE FORM****ACE 0219 (01/05) Part E Optional Extensions of Coverage, 2. Off- site storage is amended to read as follows:**

Property to be used in, or incidental to, completion of the Insured Project in temporary storage away from the contract site anywhere within the policy territory, excluding property while in transit if such equipment is still considered property of or in the care, custody and control of manufacturer or supplier.

ACE 0220 (01/05), part II Limit of Liability, Sub limit D is amended as follows:**D. Off-site storage any one location: \$5,000,000**

At manufacturer's or supplier's site while being processed or in storage, but only in excess of all other coverage
 —
 \$1,000,000. sub limit of liability.

All other terms and conditions remain unchanged.

 Authorized Representative

Excluded Causes of Loss

Named Insured Archer Western – DeMoya Joint Venture LLC			Endorsement Number MS- 61704
Policy Symbol IMC	Policy Number I11153665 001	Policy Period 01/21/2019 to 01/21/2023	Effective Date of Endorsement
Issued By (Name of Insurance Company) ACE American Insurance Company			

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

THIS ENDORSEMENT MODIFIES INSURANCE PROVIDED UNDER THE FOLLOWING:

COMPLETED VALUE BUILDERS RISK COVERAGE FORM

This endorsement and the coverage it provides applies only to the following Insureds:

Archer Western – DeMoya Joint Venture LLC

Any other Insured, if one of the entities listed above informs the Company before or after a loss, by written request that this endorsement and it's coverage should apply to that Insured.

The following changes are made to ACE 0219, Part D, Excluded Causes of Loss, 19 and 20 are deleted and replaced by the following:

This Policy does not insure any costs rendered necessary by defects of material, workmanship, design, plan, or specification and should damage occur to any portion of the Insured Property containing any of the said defects, the cost of replacement or rectification which is hereby excluded is that cost incurred to improve the original material, workmanship, design, plan or specification.

For the purpose of this policy and not merely this exclusion it is understood and agreed that any portion of the Insured Property shall not be regarded as damaged solely by virtue or the existence of any defect of material, workmanship, design, plan, or specification.

The deductible applicable to this coverage is \$100,000.

All other terms and conditions remain unchanged.

Named Insured Archer Western – DeMoya Joint Venture LLC			Endorsement Number MS-65053
Policy Symbol IMC	Policy Number I11153665 001	Policy Period 01/21/2019 to 01/21/2023	Effective Date of Endorsement
Issued By (Name of Insurance Company) ACE American Insurance Company			

Insert the policy number. The remainder of the information is to be completed only when this endorsement is issued subsequent to the preparation of the policy.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the following:

COMPLETED VALUE PROJECT BUILDER'S RISK PROPERTY DAMAGE FORM

COVERAGE FOR DAMAGE TO EXISTING REAL PROPERTY

SCHEDULE OF EXISTING REAL PROPERTY

The Existing Real Property covered by this endorsement is: permanent structures such as highways and bridges at the Insured Project site that existed prior to the beginning of the Insured Project.

INSURING AGREEMENT:

In consideration of the premium paid at inception, the Policy to which this endorsement is attached is extended to cover direct physical damage to the Existing Real Property described in the above schedule. Coverage for such Existing Real Property applies only to the extent loss or damage arises out of the contractor's performance of work on or within the Insured Project.

ADDITIONAL TERMS AND CONDITIONS:

Coverage under this endorsement is subject to the following additional terms and conditions, the terms and conditions contained in this endorsement shall control if there is a conflict between the terms and conditions herein and those in the policy to which this endorsement is attached:

1. This extension of coverage for Existing Real Property does not apply to:
 - a. Personal Property; or
 - b. Any property not located within the scheduled Existing Real Property; or
2. The following basis of valuation shall apply to the Existing Real Property in the event of a loss covered by this endorsement:
 - a. If actually replaced - the cost to repair or replace the property lost or damaged with materials of like kind and quality at the time and place of loss, excluding betterments.
 - b. If not replaced - the actual cash value (the replacement cost at the time of loss or damage less depreciation).

LIMIT OF LIABILITY APPLICABLE TO COVERAGE FOR DAMAGE TO EXISTING REAL PROPERTY:

The Company's liability for loss in any one OCCURRENCE covered by this endorsement shall not exceed \$2,000,000. This amount is a Sub Limit of Liability and is part of and not in addition to Item II, Limits of Insurance (Inland Marine Builders Risk Declarations).

The Company has the right but not the duty to defend any suits alleging damage to Existing Property.

All Other Terms and Conditions Remain Unchanged.

LIMITED COVERAGE FOR FUNGI, WET ROT, DRY ROT OR BACTERIA

Named Insured Archer Western – DeMoya Joint Venture LLC			Endorsement Number
Policy Symbol IMC	Policy Number I11153665 001	Policy Period 01/21/2019 to 01/21/2023	Effective Date of Endorsement
Issued By (Name of Insurance Company) ACE American Insurance Company			

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

THIS ENDORSEMENT MODIFIES INSURANCE PROVIDED UNDER THE FOLLOWING:

COMPLETED VALUE BUILDERS RISK COVERAGE FORM

In consideration of the premium paid and for no additional premium cost, the Company and the Insured agree as follows:

1. The Policy at **PART D EXCLUSIONS**, EXCLUDED CAUSES OF LOSS, paragraph 13 is deleted in its entirety.
2. The Policy at **PART E OPTIONAL EXTENSIONS OF COVERAGE** is amended to include the following:
 9. **LIMITED COVERAGE FOR FUNGI, WET ROT, DRY ROT OR BACTERIA**
 - a. The coverage described below in b. only applies when FUNGI, wet rot, dry rot or bacteria results directly from an OCCURRENCE that is covered by this Policy, which takes place during the policy period and only if all reasonable means were used to save and preserve the property at issue from further damage at the time of and after that OCCURRENCE.
 - b. The Company will pay for loss or damage by FUNGI, wet rot, dry rot or bacteria. As used in this Endorsement, the term loss or damage means:
 - i. Direct physical loss or damage to property at the Insured Project caused by FUNGI, wet rot, dry rot or bacteria, including the cost of removal of the FUNGI, wet rot, dry rot or bacteria;
 - ii. The cost to tear out and replace any part of a building or other property as needed to gain access to FUNGI, wet rot, dry rot or bacteria covered by this Endorsement; and
 - iii. The cost of testing performed after removal, repair, replacement or restoration of the damaged property is completed, provided there is a reason to believe that FUNGI, wet rot, dry rot or bacteria are present.
 - c. The Sublimit of Liability for the coverage described under this Endorsement is \$250,000 per OCCURRENCE and \$1,000,000 policy aggregate.
 - d. The coverage provided under this Endorsement does not increase any other applicable Limit of Liability for the Insured Project. If a particular OCCURRENCE results in loss or damage by FUNGI, wet rot, dry rot or bacteria, as well as other loss or damage, the Company will not pay more, for the total of all loss or damage, than the applicable Limit of Liability appearing on the Declarations.

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- i. If there is covered loss or damage to the Insured Project, not caused by FUNGI, wet rot, dry rot or bacteria, loss payment will not be limited by the terms of this Endorsement, except to the extent that FUNGI, wet rot, dry rot or bacteria causes an increase in the loss. Any such increase in the loss will be subject to the terms of this Endorsement.”

3. The Policy at **PART G DEFINITIONS** is amended to include the following:

FUNGI means any type or form of fungus, including mold or mildew, and any mycotoxins, spores, scents or by-products produced or released by fungi.

All other terms and conditions remain unchanged.

CHUBB®**NAMED WINDSTORM COVERAGE FOR TEMPORARY WORKS ENDORSEMENT**

Named Insured Archer Western – DeMoya Joint Venture LLC			Endorsement Number
Policy Symbol IMC	Policy Number I11153665 001	Policy Period 01/21/2019 to 01/21/2023	Effective Date of Endorsement 01/21/2019
Issued By (Name of Insurance Company) ACE American Insurance Company			

Insert the policy number. The remainder of the information is to be completed only when this endorsement is issued subsequent to the preparation of the policy.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the following:

COMPLETED VALUE PROJECT BUILDER'S RISK PROPERTY DAMAGE FORM

It is agreed and understood that the following is added:

In **PART D EXCLUSIONS**, the following is added under EXCLUDED CAUSES OF LOSS:

This policy does not insure loss or damage caused directly or indirectly by NAMED WINDSTORM, regardless of any other cause or event that contributes concurrently, or in any sequence, to the loss or damage.

This exclusion:

- A. does not apply to loss or damage to TEMPORARY WORKS; and
- B. applies to any coverage provided under the DELAY IN OPENING ENDORSEMENT attached to this policy.

For the purposes of this endorsement, the following definition is added:

TEMPORARY WORKS means temporary bridge 22 with a value of \$858,637.00, temporary bridge 23 with a value of \$249,138, and temporary bridge 24 with a value of \$3,259,038, all located on the I-395 job site.

In **PART B LIMITS OF LIABILITY**, the following is added:

The most the Company will pay in any one OCCURRENCE for loss or damage to TEMPORARY WORKS caused by or resulting from NAMED WINDSTORM is \$4,366,813.

All other terms and conditions remain unchanged.

<ENDSIG>

Authorized Representative

CHUBB®**CORROSION, MARRING AND SCRATCHING ENDORSEMENT**

Named Insured AArcher Western – DeMoya Joint Venture LLC			Endorsement Number
Policy Symbol IMC	Policy Number I11153665 001	Policy Period 01/21/2019 to 01/21/2023	Effective Date of Endorsement 01/21/2019
Issued By (Name of Insurance Company) ACE American Insurance Company			

Insert the policy number. The remainder of the information is to be completed only when this endorsement is issued subsequent to the preparation of the policy.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the following:

COMPLETED VALUE PROJECT BUILDER'S RISK PROPERTY DAMAGE FORM

In consideration of the premium paid and for no additional premium cost, the Company and the Insured agree as follows:

1. The Policy at Part D Exclusions, EXCLUDED CAUSES OF LOSS, paragraph 16, is deleted in its entirety and replaced with the following:

Decay, deterioration, erosion, evaporation, inherent vice, latent defect, leakage, loss of weight, rust, shrinkage, wear and tear or any quality in property which causes it to damage or destroy itself.
2. Notwithstanding anything in this Policy to the contrary, the Company will not pay for loss or damage to EXISTING PROPERTY from corrosion, marring or scratching except to the extent that such corrosion, marring or scratching occurs during the policy period and arises as a direct result of the contractor's performance of work on or within the EXISTING PROPERTY.

All other terms and conditions remain unchanged.

<ENDSIG>

Authorized Representative

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COMPLETED VALUE PROJECT BUILDER'S RISK

PROPERTY DAMAGE FORM

PART A INSURING AGREEMENT

This Policy, subject to the terms, conditions and exclusions stated herein, or endorsed hereto, insures against all risk of direct physical loss or damage to property of every kind and description intended to become a permanent part of, or consumed in, the fabrication, assembly, installation, erection or alteration of the Insured Project, as defined in the Declaration Page for which values have been declared and deposit premium paid.

PART B LIMITS OF LIABILITY

The Company will pay no more for loss or damage in any one OCCURRENCE than the amount shown in Section II. of the Declarations, subject to the following:

1. **POLICY SUBLIMITS OF LIABILITY**

The Company will pay no more for loss or damage in any one OCCURRENCE than the sublimit of liability stated in Section II of the Declarations for each applicable Coverage or Extension of Coverage. Should more than one sublimit of liability apply in any one OCCURRENCE, the Company will pay no more than the largest applicable sublimit of liability.

2. **AGGREGATE LIMITS OF LIABILITY**

Notwithstanding the foregoing, and irrespective of the above stated limit of liability, the maximum amount the Company will pay for loss or damage from any one OCCURRENCE, and/or in the aggregate for loss or damage from all OCCURRENCES in any one policy year, shall not exceed the stated amounts unless otherwise limited by the sublimits stated above.

These sublimits and aggregate limits are part of, and not in addition to, the Limit of Liability shown on the Declarations.

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**PART C
TERMS AND CONDITIONS**

1. ADDITIONAL INSURED

To the extent required by any contract or subcontract for the Insured Project, and then only as their respective interests may appear, all owners, all contractors and subcontractors of every tier, tenants of the INSURED PROJECT, and any other individual or entity specified in such contract or subcontract, are recognized as Additional Insureds hereunder.

2. LOSS PAYABLE

Loss, if any, shall be adjusted with and made payable to the Named Insured, or as per order of the Named Insured, whose receipt shall constitute a release in full of all liability under this policy with respect to such loss.

3. TERM OF INSURANCE

Coverage provided hereunder shall attach as of the date shown on the declarations page and shall continue in full force and effect until;

- A. the expiration date shown on the declarations page, or
- B. the acceptance of the Insured Project by the owner, or
- C. the placing of the Insured Project into service for its intended purpose, or
- D. abandonment of the Insured Project by the Insured, or
- E. the expiration of the NAMED INSURED'S interest in the Insured Project;

whichever first occurs.

Should the owner accept a portion of the Insured Project prior to the expiration date shown herein, coverage shall continue until the expiration date, but only as respects that portion of the Insured Project which has not been accepted by the owner.

4. EXTENSION OF TERM

This policy may be extended at the Insured's request and the Company's sole discretion subject to payment of additional premiums at rates to be developed by the Company at the time of the Company's agreement to such additional extensions.

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5. TERRITORY

This Policy covers within the fifty (50) states comprising the United States of America, including the District of Columbia and Canada, except that we will not cover property in transit by water or air to and from Alaska or to and from Hawaii.

6. PREMIUM:

A. Deposit Premium: The premium stated on the Declaration Page is a deposit premium and shall be adjusted in accordance with Paragraph 6.C, Premium Adjustment. The deposit premium shall be due and payable within thirty (30) days of the effective date shown or per the date noted on the invoice whichever is earlier.

B. Reporting Provisions: Not later than thirty (30) days after the expiration, cancellation, or any requested extension of this policy, the Named Insured shall report to the Company the total installed value of all property including, but not limited to, all wages, expenses, materials, supplies, equipment and such other charges, all whether provided by the owner, contractor or others, which became a part of or was expended in the Insured Project.

C. Premium Adjustment:

1. The final earned premium for this Policy shall be computed by applying the rates used for the Purpose of computing the deposit premium to the actual term of coverage provided and the total installed value declared in accordance with Paragraph 6. B, Reporting Provisions.
2. If the premium so calculated shall differ from the deposit premium, such difference shall be due and payable to the Insured or the Company, as the case may be.

7. DEDUCTIBLES

The Company will adjust all physical loss or damage arising out of any one OCCURRENCE as one loss. The Company shall have no liability under this policy, unless the Insured sustains a covered loss in excess of any applicable deductible or deductibles stated in the Declarations. The Company will then pay the amount of loss or damage in excess of the applicable deductible or deductibles.

In the event that more than one deductible shown in the Declarations, or provided in any endorsement, shall apply to insured physical loss or damage in any one OCCURRENCE, only the largest deductible shall be applied. However, if this policy is endorsed to provide coverage for business income, soft costs, extra expense or rental income, the deductible in the applicable endorsement will be applied separately.

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**PART D
EXCLUSIONS**

PROPERTY EXCLUDED

This Policy does not insure:

1. Land and land values and the value of cut, fill and backfill materials existing at the project site prior to project commencement; however, to the extent included in the contract bid documents and declared for premium purposes, the value of fill and backfill materials purchased for use in the completion of the project is not excluded. Notwithstanding the foregoing, labor and material charges incurred to move, remove, place or otherwise handle cut, fill and backfill materials, whether insured or uninsured in the foregoing, are covered to the extent such charges are included in the contract bid documents and declared for premium purposes;
2. Construction plant, tools and equipment, unless the value of same is reported to the Company, endorsed hereon and additional premium is paid at a rate to be agreed;
3. Vehicles or equipment licensed for highway use, watercraft or aircraft;
4. Railroad rolling stock unless intended to be a part of the Insured Project, and then only if values are declared and premium paid thereon;
5. Water, animals of any kind, standing timber, and growing crops.
6. Accounts, bills, currency, stamps, deeds, evidence of debt, checks, money, securities, or other property of a similar nature;
7. EXISTING PROPERTY at the site of the Insured Project;
8. Property located at other than the location of the Insured Project, except that which is in-transit or temporary storage.
9. Property while undergoing any form of HOT TESTING, commissioning or start up, unless specifically endorsed. However, this exclusion shall not apply to the start-up and testing of building systems.
10. Transmission and distribution lines, poles, towers and all equipment attached or affixed thereto, including supporting structures, transformers and appurtenant buildings.

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EXCLUDED CAUSES OF LOSS

This policy does not insure loss or damage caused directly or indirectly by any of the following, and such loss or damage is excluded regardless of any other cause or event that contributes concurrently, or in sequence to the loss:

1. A. Hostile or warlike action in time of peace or war, including action in hindering, combating, or defending against an actual, impending, or expected attack:
 - a. by any government or sovereign power (de jure or de facto) or by any authority maintaining or using military, naval, or air forces;
 - b. or by military, naval, or air forces;
 - c. or by an agent of any such government, power, authority, or forces; it being understood that any discharge, explosion or use of any weapon of war employing nuclear fission or fusion will be conclusively presumed to be such a hostile or warlike action by such government, power, authority or forces;
- B. Insurrection, rebellion, revolution, civil war, usurped power, or action taken by governmental authority in hindering, combating, or defending against such occurrence.
2. Loss, damage, costs, expenses, fines or penalties incurred or sustained by or imposed on any Insured at the order of any government agency, court or authority arising from any cause whatsoever, except physical destruction of insured property by order of public authority to prevent spread of fire or explosion.
3. Nuclear reaction or radiation or radioactive contamination however caused. If fire ensues, liability is specifically assumed for direct physical loss or damage by such ensuing fire, but not including any loss or damage due to nuclear reaction, nuclear radiation or radioactive contamination.
4. Dishonest act or omission of the Insured or of any associate, agent or employee of the Insured, while in the course of their employment, whether acting alone or in collusion with others.
5. Unexplained disappearance, shortage or other loss discovered upon taking inventory.
6. Infestation, disease, freeze, drought and hail, weight of ice or snow or any damage caused by insects, vermin, rodents or animals, but only as respects Trees, Plants, Shrubs and Landscaping.

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7. Consequential loss, damage or expense of any kind or description including but not limited to loss of market or delay, liquidated damages, performance penalties, penalties for non-completion, delay in completion, or non compliance with contract conditions, whether caused by a peril insured or otherwise; however, the foregoing shall not exclude Delay In Opening Coverage when it is endorsed to this policy.
8. Loss or damage covered under any written or implied guarantee or warranty by any manufacturer or supplier.
9. Asbestos Hazard:
 - A. Asbestos material removal unless the asbestos itself is damaged by fire, lightning, aircraft impact, explosion, riot, civil commotion, smoke, vehicle impact, windstorm or hail, vandalism, malicious mischief, leakage or accidental discharge from automatic fire protective systems.
 - B. Demolition or increased cost of reconstruction, repair, debris removal or loss of use necessitated by the enforcement of any law or ordinance regulating asbestos material.
 - C. Any governmental direction or request declaring that asbestos material present in or part or utilized on any undamaged portion of the Insured's property can no longer be used for the purpose for which it was intended or installed and must be removed or modified.
10. Loss or damage caused by, resulting from, contributed to or made worse by actual, alleged or threatened release, discharge, escape or dispersal of CONTAMINANTS or POLLUTANTS, all whether direct or indirect, proximate or remote or in whole or in part caused by, contributed to or aggravated by any physical damage insured by this policy.

Nevertheless, if fire is not excluded from this policy and a fire arises directly or indirectly from seepage or contamination or pollution, any loss or damage insured under this policy arising directly from that fire is insured, subject to the provisions of this policy.

This exclusion shall not apply when loss or damage is directly caused by fire, lightning, aircraft impact, explosion, riot, civil commotion, smoke, vehicle impact, windstorm, hail, vandalism, malicious mischief, leakage or accidental discharge directly causes loss or damage from automatic fire protective systems.
11. The increased cost to comply with the enforcement of any law or ordinance that:
 - A. Requires the demolition of parts of undamaged property;
 - B. Regulates the construction or repair of damaged property;

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12. Loss, damage, destruction, distortion, erasure, corruption, alteration, diminishment in value, or loss of use or usefulness of:

A. ELECTRONIC DATA by any cause whatsoever (including but not limited to COMPUTER VIRUS); and/or

B. ELECTRONIC MEDIA caused by or resulting from the loss, damage, destruction, distortion, erasure, corruption, alteration, diminishment in value, or loss of use or usefulness of ELECTRONIC DATA;

regardless of any other cause or event that contributes concurrently or in any sequence to the loss, damage, destruction, distortion, erasure, corruption, alteration, diminishment in value, or loss of use or usefulness of ELECTRONIC DATA or ELECTRONIC MEDIA.

This exclusion does not apply to loss or damage of ELECTRONIC DATA or ELECTRONIC MEDIA caused by or resulting from the Perils of Fire, Explosion, Riot and Civil Commotion, Vehicles and Aircraft Impact or Collision, Sonic Boom, Sprinkler Leakage, Sinkhole Collapse, Flood, Earth Movement or Volcanic Action, if, and to the extent, such Perils are already covered by this or by any underlying policy.

13. Any loss, damage or expense consisting of, caused by, contributed to, or aggravated by rust, mold, moss, mildew, fungi, spores, bacterial infestation or any similar organism, wet or dry rot and extremes of temperature or humidity, whether directly or indirectly the result of a covered peril. This includes, but is not limited to, the cost for investigation, testing, remediation services, extra expense or business interruption. Such loss is excluded regardless of any other cause or event that contributes concurrently or in any sequence to the loss.

If loss otherwise covered by this policy occurs, and the cost of removal of debris is increased due to the presence of rust, mold, moss, fungus, bacterial infestation, wet or dry rot and extremes of temperature or humidity, this policy will only be liable for the costs of debris removal which would have been incurred had no such factors been present in, on, or about the covered property to be removed.

14. Rain, snow, sleet, sand, or dust, whether driven by wind or not, to the interior of any building or structure, or the property inside the building or structure, unless the building or structure first sustains Windstorm or Hail damage to its roof, windows or walls through which the rain, snow, sleet, sand or dust enters.
15. FLOOD, as defined herein that causes loss to any property located within a 100 Year Flood Zone, as designated or defined by the Federal Emergency Management Agency, U.S. Army Corps of Engineers, USGS or other recognized agency.

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THIS POLICY DOES NOT INSURE LOSS OR DAMAGE CAUSED BY ANY OF THE FOLLOWING, UNLESS DIRECT PHYSICAL LOSS OR DAMAGE BY AN INSURED CAUSE OF LOSS ENSUES AND THEN THIS POLICY INSURES ONLY SUCH ENSUING DIRECT PHYSICAL LOSS OR DAMAGE.

16. Corrosion, decay, deterioration, erosion, evaporation, inherent vice, latent defect, leakage, loss of weight, marring or scratching, rust, shrinkage, wear and tear or any quality in property which causes it to damage or destroy itself.
17. Interruption of incoming electricity, fuel, water, gas, steam, refrigerant or other services caused by an OCCURRENCE not at the premises described in the declarations.
18. Settling, shrinking, cracking, expansion or contraction in foundations, walls, floors, buildings, patios, walkways, driveways, roads, or ceilings.
19. Error, omission or deficiency in design, plans, specifications, engineering or surveying.
20. Faulty or defective workmanship, materials or supplies.

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**PART E
OPTIONAL EXTENSIONS OF COVERAGE**

This Policy, subject to all terms, conditions and exclusions stated herein or endorsed hereto, is extended to insure direct physical loss or damage occurring to, or resulting from, the following if the applicable extension is purchased, and a dollar value has been placed in the applicable Sublimit Section of the Declarations:

1. PROPERTY IN TRANSIT

Property in due course of transit and subject to the following additional conditions:

- A. Coverage shall attach upon commencement of loading and cease upon completion of unloading at the site of Insured Project.
- B. No coverage is provided for airborne or waterborne (except in coastal and inland waterways) shipments.
- C. The Insured agrees to keep a record of all shipments insured hereunder and make it available to the Company upon request.
- D. This coverage shall be void if the Insured enters into any special agreement with carriers, releasing them from their common law or statutory liability or agreeing that this insurance shall in any way inure to the benefit of such carriers; however, the Insured may, without prejudice to this coverage; accept such bills of lading, receipts, or contracts of transportation as are ordinarily issued by carriers containing a limitation as to the value of property insured.

2. OFF-SITE STORAGE

Property to be used in, or incidental to, completion of the Insured Project in temporary storage away from the contract site anywhere within the policy territory, excluding property located at the manufacturer's or supplier's site or while in transit if such equipment is still considered property of or in the care, custody and control of said manufacturer or supplier.

3. INSTALLED TREES AND SHRUBS

This policy may be extended to cover direct physical loss or damage to trees and shrubs which are to be or have been installed at the Insured Project, and are included in the values reported for the Insured Project.



4. EXPEDITING EXPENSES

In the event of direct physical loss or damage insured hereunder, and occurring during the policy period, the Company will pay, subject to the sublimit in the Declarations, for the reasonable extra costs to make temporary repairs, and to expedite the permanent repair or replacement of the insured property which is damaged by an insured peril, including additional wages for overtime, night work, and work on public holidays and the extra costs of express freight or other rapid means of transportation.

5. DEBRIS REMOVAL

The Company will pay the expense incurred in the removal of debris of the damaged property covered under this Policy, as a result of loss to such property by an insured peril. The total amount recoverable under this Policy for both loss to property and debris removal expenses will not exceed the applicable sub limit of liability.

The Company will not pay the expense to:

- A. Extract CONTAMINANTS OR POLLUTANTS from the debris; or
- B. Extract CONTAMINANTS OR POLLUTANTS from land or water; or
- C. Remove, restore or replace contaminated or polluted land or water; or
- D. Remove or transport any property or debris to a site for storage or decontamination required, because the property or debris is affected by CONTAMINANTS OR POLLUTANTS whether or not such removal, transport, or decontamination is required by law or regulation.

It is a condition precedent to recovery under this extension that the Company shall have paid or agreed to pay for direct physical loss or damage to the property insured hereunder, and that the Insured shall give written notice to the Company of intent to claim for cost of removal of debris or cost to clean up not later than twelve months after the date of such physical loss or damage.

6. FIRE DEPARTMENT SERVICE CHARGES

When a fire department is called to save or protect covered property from a covered loss, we will pay the charges that result from:

- A. a contract or agreement signed prior to the loss; or
- B. required by local ordinance.



7. VALUABLE PAPERS AND RECORDS

We will pay the cost you incur to research, replace, restore, or copy those valuable papers, records, documents, blueprints, plans, drawings, or data processing media that are directly related to the Insured Project, as a result of direct physical loss or damage, except those costs excluded by endorsement.

8. LOSS ADJUSTMENT EXPENSES

This policy is extended to include reasonable expenses incurred by the Insured for preparing and certifying details of a claim, resulting from a loss which would be payable under this policy; but this policy does not include expenses of general public adjusters.

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**PART F
GENERAL CONDITIONS**

1. OBSERVANCE OF CONDITIONS

Full compliance with all terms and conditions of this Policy by the Insured shall be a condition precedent to any liability of the Company to make payment for loss under this Policy.

2. INCREASED HAZARD

If there is an increase in hazard in the risk, change in project scope or change in project principals, the Insured shall give notice in writing to the Company within 30 days of the increase in hazard or change. The Company shall have the right, but not the obligation, to modify the terms of insurance in accordance with the terms and conditions that would apply to the increased hazard.

3. MISREPRESENTATION & FRAUD

This Policy shall be void if the Insured has concealed or misrepresented any material fact(s) or circumstance(s) concerning this insurance or the subject thereof, or in case of any fraud, attempted fraud or false swearing by the Insured touching any matter relating to this insurance or the subject thereof, whether before or after a loss.

4. INSPECTION & AUDIT

While this Policy is in effect, the Company can, at any reasonable time, inspect the Insured's property and operations. However, any recommendations or information provided as a result of such inspection(s) is not intended as a substitute for advice from a safety expert or legal counsel the Insured may retain for their intended purpose(s). It is not intended to satisfy any legal duty the Insured may have to provide a safe premises, workplace, product or operation.

The Company may also examine and audit the Insured's books and records at any reasonable time during the policy period, and within one year after the final termination of the Policy, as long as they relate to the subject matter of this Policy.

5. EXAMINATION UNDER OATH

The Insured shall submit and, so far as is within their power, shall cause all other persons to submit, to examination or examinations under oath by any persons named by the Company relative to any and all matters in connection with a claim, and shall produce for examination all books of account, bills, invoices, and other vouchers or certified copies

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thereof if originals are lost, at such reasonable time and place as may be designated by the Company or its representatives as often as the company deems necessary, and shall permit extracts and copies thereof to be made.

6. IN CASE OF LOSS

A. Notice of OCCURRENCE:

The Insured will, as soon as practicable, report in writing to the Company every OCCURRENCE that may give rise to a claim under this Policy.

B. Proof of Loss:

The Insured will as soon as practicable, file with the Company a signed and sworn detailed proof of loss.

C. Payment of Loss:

All adjusted claims will be due and payable no later than sixty days after presentation and acceptance of proof of loss by this Company or its appointed representative.

7. SUBROGATION

If the Company pays a claim under this Policy, it will be subrogated, to the extent of such payment, to all the Insured's rights of recovery from other persons, organizations and entities. The Insured will execute and deliver instruments and papers and do whatever else is necessary to secure such rights.

The Company will have no rights of subrogation against:

- A. any person or entity, which is an Additional Insured;
- B. any other person or entity, against which the Insured has waived its rights of subrogation in writing before the time of loss.

Notwithstanding the foregoing, it is a condition of this policy that the Company shall be subrogated to all the Insured's rights of recovery against:

- A. Any Architect or Engineer, whether named as an Insured or not, for any loss or damage arising out of the performance of professional services in their capacity as such and caused by any error, omission, deficiency or act of the Architect or Engineer, by any person employed by them or by any others for whose acts they are legally liable, and;

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- B. Any manufacturer or supplier of machinery, equipment or other property, whether named as an Insured or not, for the cost of making good any loss or damage which said party has agreed to make good under a guarantee or warranty, whether expressed or implied.

The Insured will act in concert with the Company and all other interests concerned in the exercise of such rights of recovery.

If any amount is recovered as a result of such proceedings, the net amount recovered after deducting the costs of recovery, will accrue first to the Company in proportion to their respective interests. Any excess of this amount will be remitted to the Insured. If there is no recovery, the interests instituting the proceedings will bear the expense of the proceedings proportionately.

The Insured will do nothing after loss to prejudice such rights of subrogation.

8. RECOVERY OR SALVAGE

Any recovery or salvage will apply as if recovered or received prior to the loss settlement and the loss will be readjusted accordingly, except for:

- A. proceeds from subrogation and other insurance recovered or received after a loss settlement under this policy;
- B. any recovery from suretyship, insurance, reinsurance, security or indemnity taken by or for the benefit of the Company.

9. CONTRIBUTING INSURANCE

Permission is granted for other policies written upon the same plan, conditions, and provisions as those contained herein.

This Policy will contribute to the total of each loss otherwise payable herein to the extent of the participation of this Policy in the total limit of liability, as provided by all policies written upon the same plan, conditions, and provisions as those contained in this Policy.

The adjustment of losses by any contributing insurance company is not binding on any other contributing insurance company.

10. EXCESS INSURANCE

Permission is granted the Insured to have excess insurance over the limit of liability set forth in this Policy without prejudice to this Policy, nor will the existence of such insurance, if any, reduce any liability under this Policy.



11. OTHER INSURANCE

Except as stated in the CONTRIBUTING INSURANCE and EXCESS INSURANCE articles, if there is other insurance which is issued by another valid policy or policies of insurance, whether primary or excess, whether collectible or not, this Policy will apply as excess insurance and will not contribute with such other insurance, nor shall the Company be liable to make any payment in connection with any such portion of a claim or suit.

12. REINSTATEMENT

With the exception of loss caused by perils which are subject to annual aggregate limits, any loss hereunder will not reduce the amount of this Policy.

13. BRANDS & TRADEMARKS

In any case of loss or damage by an insured peril to insured property bearing a brand, trademark or label, the Company may take all or any part of the property at any agreed or appraised value. If so, the Insured may, at its own expense:

- A. Stamp salvage on the property or its container, if the stamp will not physically damage the property; or
- B. Remove the brand, trademark or label if doing so will not physically damage the property. The Insured must re-label the property or its container to comply with the law.

14. PAIR & SET

- A. In the event of loss of or damage to any insured article or articles which are part of a pair or set, the measure of loss of or damage to such article or articles will be a reasonable and fair proportion of the total value of the pair or set, giving consideration to the importance of said article or articles, but in no event will such loss or damage be construed to mean total loss of the pair or set, or
- B. In the event of loss or damage to any part of property insured consisting, when complete for use, of several parts, the Company will only be liable for the value of the part lost or damaged.

15. APPRAISAL

If the Insured and the Company fail to agree as to the amount of loss, each shall, on the written demand of either, made within sixty (60) days after receipt of proof of loss by the Company, select a competent and disinterested appraiser, and the appraisal shall be made

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at a reasonable time and place. The appraisers shall first select a competent and disinterested umpire, and failing for fifteen (15) days to agree upon such umpire, then on the request of the Insured or the Company, such umpire shall be selected by a judge of a court of record in the State in which such appraisal is pending. The appraisers shall then appraise the loss, stating separately the replacement cost at the time of loss and the amount of loss. The Insured and the Company shall each pay his or its chosen appraiser and shall bear equally the other expenses of the appraisal and umpire. The Company shall not be held to have waived any of its rights by any act relating to appraisal.

16. VALUATION

At the time and place of loss, the basis of adjustment of a claim, unless otherwise endorsed herein, shall be as follows:

- A. Property Under Construction – The cost to repair or replace the property lost or damaged at the time and place of loss with material of like kind and quality less betterment, including contractor's reasonable profit and overhead not exceeding the percentages in the original contract; if not so replaced then loss shall be settled on the basis of ACTUAL CASH VALUE with proper deduction for depreciation.
- B. Property of Others (Including Items Supplied by the Owner) – The Owner's cost or other ACTUAL CASH VALUE, whichever is greater, including the contractor's charges.
- C. Temporary Works – The cost to repair or replace the property lost or damaged with material of like kind, quality and condition but in the event not replaced recovery will not exceed ACTUAL CASH VALUE.
- D. Valuable Papers and Records - The cost to reproduce the property with other property of like kind and quality including the cost of gathering or assembling information from back up data if replaced, or if not replaced, at the value of blank material;
- E. ELECTRONIC MEDIA or ELECTRONIC DATA shall be valued at the cost of the blank media, plus the costs of copying or restoring ELECTRONIC DATA from back-up or from originals of a previous generation, not including research and engineering or the costs or expense of recreating, gathering or assembling such ELECTRONIC DATA.

This Policy does not insure any amount pertaining to the value of such ELECTRONIC DATA to the insured or any other party, even if such ELECTRONIC DATA cannot be recreated, gathered or assembled. If not repaired, replaced or restored, ELECTRONIC MEDIA shall be valued at the cost of the blank media.

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- F. Installed Trees and Shrubs - The cost to replace with property of like kind, quality and size plus the proper proportion of labor expended if such damage occurs after installation.

The Company will pay for losses to covered property by determining its REPLACEMENT COST provided that the Insured actually repairs or replaces the lost or damaged property, or begins to repair the damaged covered property, within 24 months from the date of loss or damage; otherwise, the Company will pay for losses to covered property by determining its ACTUAL CASH VALUE.

17. ASSIGNMENT

The Insured agrees not to assign and/or transfer any legal rights or interests in the Policy without the Company's written consent.

18. BENEFIT TO BAILEE

The Policy will not inure, directly or indirectly, to the benefit or any carrier or bailee.

19. ABANDONMENT

There will be no abandonment of any property to the Company.

20. SUIT AGAINST THE COMPANY

No suit or action on this Policy for the recovery of any claim will be sustainable in any court of law or equity, unless the Insured will have fully complied with all the requirements of this Policy. The Company agrees that any action or proceeding against it for recovery of any loss under this Policy will not be barred if commenced within twelve (12) months after the occurrence becomes known to the Insured, unless a longer period of time is provided by applicable statute.

21. CANCELLATION

- A. This Policy may be cancelled by the Insured by mailing to the Company written notice stating when, thereafter, such cancellation shall be effective. The Company may cancel this Policy by mailing to the Insured at the address shown in the policy written notice stating when, not less than 60 days thereafter, such cancellation will be effective. In the event of non-payment, the Company shall give ten (10) days notice. The mailing of notice as aforementioned shall be sufficient proof of notice and the effective date of cancellation stated in the notice shall become the end of the Policy period. Delivery of such written notice either by the Insured or by the Company shall be equivalent to mailing.

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- B. If the Insured cancels, earned premiums shall be computed in accordance with Part C.6.C. PREMIUM ADJUSTMENT. If the Company cancels, earned premiums shall be computed in accordance with Part C.6.C. PREMIUM ADJUSTMENT.
- C. Premium adjustment may be made at the time cancellation is effected and, if not then made, shall be made as soon as practicable after cancellation becomes effective. The Company's check or the check of its representative mailed or delivered as aforesaid shall be a sufficient tender of any refund of premium due to the Insured.

22. STATUTES

If any of the Articles herein stated conflict with the laws or statutes of any jurisdictions in which this Policy applies, the same is amended to conform to such laws or statutes.

23. PROTECTION OF PROPERTY:

The Insured will take reasonable steps to protect, recover or save the property insured and minimize any further or potential loss or damage when the property insured has sustained direct physical loss or damage by an insured peril. The acts of the Insured or the Company in protecting, recovering or saving the property insured will not be considered a waiver or an acceptance of abandonment. The Insured and the Company will bear the reasonable expense incurred proportionate to their respective interests under this policy.

24. SUBLIMITS

Sublimits apply to all extensions and/or coverages, including any Delay in Opening Coverages, if purchased and endorsed to this policy, except that the coverage provided by this policy as respects the perils of Earth Movement and Flood shall be subject to the annual aggregate sublimits shown in the declarations.

25. CERTIFICATES OF INSURANCE

Any Certificate of Insurance issued in connection with this policy shall be issued solely as a matter of convenience or information for the addressee(s) or holder(s) of said Certificate of Insurance. This policy may only be modified by endorsement issued by the Company.

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**PART G
DEFINITIONS**

The following definitions will be applied in the interpretation of certain wording used herein

1. NAMED WINDSTORM

Any windstorm or weather disturbance assigned a name by the National Weather Service, Insurance Service Offices, or any other recognized meteorological authority.

2. EARTH MOVEMENT

All earth movement, including but not limited to, earthquake, landslide, mudslide, rock fall, sinkhole, or volcanic eruption.

3. FLOOD

A condition of inundation of normally dry areas, including dewatered areas, that results from;

A. Rainfall and resultant runoff, rising water, surface water, storm surge, waves, tidal water, tidal wave or tsunami, all whether driven by wind or not, and/or;

B. The overflowing of any breach of streams, rivers, lakes, reservoirs or other bodies or water; or spray from any of the foregoing, all whether driven by wind or not.

4. EXISTING PROPERTY

Property at the site of the Insured Project for which the values are not included in the Insured Project. This includes existing property that is scheduled to be repaired, replaced, or modified as part of the Insured Project but which has not yet been fully repaired, replaced or modified.

5. CONTAMINANTS OR POLLUTANTS

Any material which after its release can cause or threaten damage to human health or human welfare or causes or threatens damage, deterioration, loss of value, marketability or loss of use to property insured hereunder, including, but not limited to, bacteria, mold, fungi, virus, or hazardous substances as listed in the Federal Water Pollution Control Act, or as designated by the U.S. Environmental Protection Agency.



6. INSURED

The persons or companies identified on the declaration pages of this policy.

7. OCCURRENCE

All losses or damages that are attributable directly or indirectly to one cause, event, incident or repeated exposure to the same cause, event or incident, or to one series of similar causes, events, incidents or repeated exposures to the same cause, event, or incident first occurring in the policy period. All such losses and/or damages and the total amount of such losses and/or damages will be treated as one occurrence regardless of the period of time or area over which such losses and/or damages occur, unless a specific period of time is otherwise set forth herein. The most we will pay for loss or damage in any one "occurrence" is the applicable Limit of Insurance shown in the Declarations.

Each direct physical loss or damage caused by EARTH MOVEMENT and/or FLOOD will constitute a single occurrence. If more than one EARTH MOVEMENT and/or FLOOD occurs within any period of 72 hours during the term of this Policy, the Insured may elect the moment when the 72 hour period will begin.

This extension does not insure loss or damage caused by any EARTH MOVEMENT or FLOOD first occurring before the inception date and time of this Policy, nor for any loss first occurring after the expiration date and time of this Policy.

8. HOT TESTING

Any start-up, commissioning or other forms of testing, including the checking of any plant or machinery or a component part thereof under load or operational conditions, including the use of feedstock or other materials for processing, or other media to simulate working conditions, and in the case of electrical motors, electrical generating, transforming, converting or rectifying plant or machinery, connection to a grid or other load circuit.

9. WATER DAMAGE

All water damage, except damage caused by or resulting from the peril of FLOOD.

10. ELECTRONIC DATA

Facts, concepts, information or data, including compilations thereof, in a form useable or intended for use or processing by COMPUTERS or for storage on ELECTRONIC MEDIA. ELECTRONIC DATA includes but is not limited to files, programs, applications, operating systems, and other coded instructions for the processing, calculation and storage of facts, concepts and information by COMPUTERS.

11. ELECTRONIC MEDIA

Any physical device that holds, stores, contains or transfers ELECTRONIC DATA, and includes but is not limited to disks, drives, films, tapes, records, drums, or cells.

12. COMPUTERS

Includes but is not limited to mainframes, servers, workstations and portable computers, personal information managers, wide and local area network hardware, electronic and electromechanical equipment, data processing equipment, electronic controls for machinery, electronically programmed memory chips, and electronically controlled communication equipment.

13. COMPUTER VIRUS

Instructions, code, applications or any software program that has the ability or is suspected to have the ability to damage, destroy, erase, corrupt, alter, or prevent access to ELECTRONIC DATA, ELECTRONIC MEDIA or COMPUTERS or to disrupt or interfere with the operations of COMPUTERS.

14. REPLACEMENT COST

The cost to repair or replace the property lost or damaged at the time and place of loss with material of like kind and quality, less betterment, including contractor's reasonable profit and overhead not exceeding the percentages in the original contract.

15. ACTUAL CASH VALUE

The original cost to purchase and install the property lost or damaged, including contractor's reasonable profit and overhead not exceeding the percentages in the original contract, less a proper deduction for depreciation.

NUCLEAR, BIOLOGICAL, CHEMICAL, RADIOLOGICAL EXCLUSION ENDORSEMENT

Named Insured Archer Western – DeMoya Joint Venture LLC			Endorsement Number
Policy Symbol IMC	Policy Number I11153665 001	Policy Period 01/21/2019 to 01/21/2023	Effective Date of Endorsement
Issued By (Name of Insurance Company) ACE American Insurance Company			

THIS ENDORSEMENT CHANGES YOUR POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the following:

**BOILER AND MACHINERY COVERAGE PART
COMMERCIAL INLAND MARINE COVERAGE PART
COMMERCIAL PROPERTY COVERAGE PART
CRIME AND FIDELITY COVERAGE PART**

The following exclusions are added to your Policy or Coverage Part.

This insurance does not apply to:

- | | |
|--|--|
| <p>A. Loss or damage arising directly or indirectly from nuclear detonation, reaction, nuclear radiation or radioactive contamination, all whether controlled or uncontrolled, or due to any act or condition incident to any of the foregoing, whether such loss be direct or indirect, proximate or remote, or be in whole or in part caused by, contributed to, or aggravated by, any physical loss or damage insured against by this Policy or Coverage Part, however such nuclear detonation, reaction, nuclear radiation or radioactive contamination may have been caused. This exclusion replaces any other nuclear detonation, nuclear reaction, nuclear radiation or radioactive contamination exclusions found elsewhere in this Policy.</p> | <p>B. Loss or damage arising directly or indirectly from the dispersal, application or release of, or exposure to, chemical, radiological, or biological materials or agents, all whether controlled or uncontrolled, or due to any act or condition incident to any of the foregoing, whether such loss be direct or indirect, proximate or remote, or be in whole or in part caused by, contributed to, or aggravated by, any physical loss or damage insured against by this Policy or Coverage Part, however such dispersal, application, release or exposure may have been caused.</p> |
| | <p>C. If this endorsement is attached to a Commercial Inland Marine Policy or Coverage Part, the term loss or damage is changed to Loss.</p> |

GENERAL ENDORSEMENT

Named Insured Archer Western – DeMoya Joint Venture LLC			Endorsement Number
Policy Symbol IMC	Policy Number I11153665 001	Policy Period 01/21/2019 to 01/21/2023	Effective Date of Endorsement
Issued By (Name of Insurance Company) ACE American Insurance Company			

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**HOT TESTING ENDORSEMENT**

ESTIMATED HOT TESTING PERIOD	365 days
HOT TESTING DEDUCTIBLE	\$ 100,000 per occurrence
HOT TESTING PREMIUM	\$ Included

This policy is extended to cover direct physical loss or damage to the property insured by a peril insured against while such property is undergoing HOT TESTING subject to the additional terms and conditions herein.

Coverage under this Endorsement shall not apply to the hot testing of:

1. Prototype or developmental machinery and equipment or,
2. Used machinery and equipment.

Each of the following is a condition precedent to coverage for HOT TESTING

1. All specified protective materials, systems and instrumentation are installed and activated
2. No supervisory or safety system has been deliberately circumvented, unless such circumvention is necessary for the conduct of testing activities as recommended by written testing procedures and/or manufacturer's specifications and provided that such circumvention does not extend beyond that necessary for conduct of said individual activities.

The following additional definitions shall apply to coverage provided by this Endorsement:

1. HOT TESTING:

Any startup, commissioning or other forms of testing, including the checking of any plant or machinery or a component part thereof under load or operational conditions, including the use of feedstock or other materials for processing or other media to simulate working conditions and in the case of electrical motors, electrical generating, transforming, converting or rectifying plant or machinery, connection to a grid or other load circuit.

2. HOT TESTING PERIOD

That period beginning with the introduction into the insured property of feedstock or similar media for processing and handling, first firing of fuel(s) or the commencement of energy supply to a system, whichever first occurs. The HOT TESTING PERIOD shall continue thereafter whether or not such testing, commissioning or startup is continuous or intermittent and terminate on the expiration of the policy to which this Endorsement is attached.

<u>COMPLETED VALUE BUILDERS RISK FORM</u>	CHUBB®
<u>ORDINANCE OR LAW ENDORSEMENT</u>	

A. COVERAGE

1. If the repair of physical loss or damage to insured property caused by an insured peril becomes subject to the enforcement of any ordinance or law that:
 - a. Requires the demolition of parts of the undamaged property; or
 - b. Regulates the construction or repair of damaged property; and
 - c. Is in force at the time of loss;
2. The Company will pay up to the Sublimit of Liability stated in section C. of this endorsement for:
 - a. The cost of demolishing the undamaged property and clearing the site of debris from such demolition;
 - b. The value of such undamaged part of the facility which must be demolished;
 - c. The increased cost of repair and/or reconstruction of the damaged and undamaged property on the same site and limited to the minimum requirements of such law or ordinance regulating the repair or reconstruction of the damaged property on the same site. However, the Company will not pay for any increased cost of construction loss unless the damaged property is actually rebuilt or replaced.

B. EXCLUSIONS

The Company will not pay the following costs:

1. Cost of demolition or increased cost of repair or reconstruction, debris removal, or other consequential loss caused by the enforcement of any law or ordinance regulating asbestos or other hazardous material;
2. Cost of any governmental direction or request declaring that asbestos or other hazardous material present in, part of or utilized on any damaged or undamaged portion of insured property can no longer be used for the purpose for which it was intended or installed and must be removed, modified or abated.
3. Cost of demolition or increased cost of repair or reconstruction, debris removal, or other consequential loss caused by the enforcement of any law or ordinance regulating CONTAMINANTS OR POLLUTANTS;
4. Cost of compliance with the enforcement of any law or ordinance which the Insured or owner would have otherwise been required to comply by nature of such law or ordinance in the absence of any loss or damage covered by this policy.

C. SUBLIMIT OF LIABILITY

The Company will not pay more than \$2,000,000 in any one OCCURRENCE for loss covered by this endorsement.

Named Insured Archer Western – DeMoya Joint Venture LLC			Endorsement Number
Policy Symbol IMC	Policy Number I11153665 001	Policy Period 01/21/2019 to 01/21/2023	Effective Date of Endorsement
Issued By (Name of Insurance Company) ACE American Insurance Company			

Insert the policy number. The remainder of the information is to be completed only when this endorsement is issued subsequent to the preparation of the policy.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the following:

COMPLETED VALUE PROJECT BUILDER'S RISK PROPERTY DAMAGE FORM

POLLUTANT CLEAN-UP ENDORSEMENT

This policy is extended to cover the necessary and reasonable expenses actually incurred by the Insured to cleanup and remove Pollutants from land or water confined to the Insured Project location(s) if the release, discharge or dispersal is caused by or results in physical damage not excluded by this policy, except no liability is assumed for the expense to cleanup and remove:

1. Pollutants from land or water at any location covered under the provisions of the Newly Acquired Property clause; or
2. Pollutants from land or water at any Miscellaneous Unnamed Locations.

LIMIT OF LIABILITY: Liability for loss under this Pollutant Cleanup and Removal provision arising out of one Occurrence, or in the aggregate for all such losses in any one policy year, shall not exceed \$100,000 .

No liability shall exist under this Pollutant Cleanup and Removal provision unless such expenses are reported to the Companies within 180 days of the date of direct physical loss or damage or 180 days of the expiration of this policy, whichever shall be earlier.

ELECTRONIC DATA AMENDMENT ENDORSEMENT

Named Insured Archer Western – DeMoya Joint Venture LLC			Endorsement Number
Policy Symbol IMC	Policy Number 111153665 001	Policy Period 01/21/2019 to 01/21/2023	Effective Date of Endorsement
Issued By (Name of Insurance Company) ACE American Insurance Company			

THIS ENDORSEMENT CHANGES YOUR POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the following:

**COMMERCIAL PROPERTY COVERAGE PART
COMMERCIAL INLAND MARINE COVERAGE PART**

- A. When this endorsement is attached to the Standard Property Policy the term Coverage Part in this endorsement is replaced by the term Policy.
- B. This endorsement replaces and supersedes any and all contrary policy provisions. This policy does not insure against loss, damage, destruction, distortion, erasure, corruption, alteration, diminishment in value, or loss of use or usefulness of:
1. "Electronic Data" by any cause whatsoever (including but not limited to "Computer Virus"); and/or
 2. "Electronic Media" caused by or resulting from the loss, damage, destruction, distortion, erasure, corruption, alteration, diminishment in value, or loss of use or usefulness of "Electronic Data";
- regardless of any other cause or event that contributes concurrently or in any sequence to the loss, damage, destruction, distortion, erasure, corruption, alteration, diminishment in value, or loss of use or usefulness of "Electronic Data" or "Electronic Media".

This exclusion does not apply to loss or damage to "Electronic Data" or "Electronic Media" caused by or resulting from the Perils of Fire; Lightning; Explosion; Windstorm or Hail; Smoke; Aircraft or Vehicles; Riot and Civil Commotion; Willful or malicious physical loss or damage by a means other than computer virus; Leakage from fire extinguishing equipment; Sinkhole collapse; Falling Objects, Weight of snow, ice or sleet, Water Damage; Building glass breakage; Sonic Boom; Flood, Earth Movement or Volcanic Action, if and to the extent such Perils are already covered by this or by any underlying policy.

- C. As respects the Commercial Property Coverage Part, the Valuation Loss Condition is replaced by the following with respect to "Electronic Media" or "Electronic Data":

"Electronic Media" or "Electronic Data" shall be valued at the cost of the blank media plus the costs of copying or restoring "Electronic Data" from back-up or from originals of a previous generation, and including all reasonable and necessary amounts, not to exceed \$2,500 any one occurrence, incurred in recreating, gathering and assembling such "Electronic Data".

This Policy does not insure any amount pertaining to the value of such "Electronic Data" to the insured or any other party, even if such "Electronic Data" cannot be recreated, gathered or assembled. If not repaired, replaced or restored, "Electronic Media" shall be valued at the cost of the blank media.

- D. As respects the Commercial Inland Marine Coverage Part, the Valuation General Condition is replaced by the following with respect to "Electronic Media" or "Electronic Data":

"Electronic Media" or "Electronic Data" shall be valued at the cost of the blank media plus the costs of copying or restoring "Electronic Data" from back-up or from originals of a previous generation, not including research and engineering or the costs or expense of recreating, gathering or assembling such "Electronic Data".

This Policy does not insure any amount pertaining to the value of such "Electronic Data" to the insured or any other party, even if such "Electronic Data" cannot be recreated, gathered or assembled. If not repaired, replaced or restored, "Electronic Media" shall be valued at the cost of the blank media.

E. Definitions

1. "Electronic Data" means facts, concepts, information or data, including compilations thereof, in a form useable or intended for use or processing by "Computers" or for storage on "Electronic Media". "Electronic Data" includes but is not limited to files, programs, applications, operating systems, and other coded instructions for the processing, calculation and storage of facts, concepts and information by "Computers".

2. "Electronic Media" means any physical device that holds, stores, contains or transfers "Electronic Data", and includes but is not limited to disks, drives, films, tapes, records, drums, or cells.
3. "Computers" includes but is not limited to mainframes, servers, workstations and portable "Computers", personal information managers, wide and local area network hardware, electronic and electromechanical equipment, data processing equipment, electronic controls for machinery, electronically programmed memory chips, and electronically controlled communication equipment.
4. "Computer Virus" means instructions, code, applications or any software program that has the ability or is suspected to have the ability to damage, destroy, erase, corrupt, alter, or prevent access to "Electronic Data", "Electronic Media" or "Computers" or to disrupt or interfere with the operations of "Computers".

Authorized Agent

MINIMUM EARNED PREMIUM ENDORSEMENT

Named Insured Archer Western – DeMoya Joint Venture LLC			Endorsement Number
Policy Symbol IMC	Policy Number I11153665 001	Policy Period 01/21/2019 to 01/21/2023	Effective Date of Endorsement
Issued By (Name of Insurance Company) ACE American Insurance Company			

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

THIS ENDORSEMENT MODIFIED INSURANCE PROVIDED UNDER THE FOLLOWING:

COMPLETED VALUE PROJECT BUILDER'S RISK PROPERTY DAMAGE FORM

If the Named Insured cancels this policy before the expiration date of the policy, the Company will charge a minimum earned premium as set forth below. If the Company cancels the policy, no minimum earned premium applies.

The minimum earned premium for this policy is \$

If the Named Insured cancels the policy, the Company will calculate the return premium as set forth in PART C. TERMS AND CONDITIONS, the policy Reporting Endorsement, if any, and amendatory endorsements, if any, attached to this policy. After the Company determines the return premium the Company will subtract it from the policy term premium to determine the earned premium.

The Company will then compare the earned premium to the minimum earned premium above. If the earned premium is less than the minimum earned premium, the Company will return to the Named Insured the difference between the policy term premium and the minimum earned premium. If the earned premium is more than the minimum earned premium, the Company will return to the Named Insured the difference between the policy term premium and the earned premium determined as set forth in PART C. TERMS AND CONDITIONS, the policy Reporting Endorsement, if any, and amendatory endorsements, if any, attached to this policy.

All other terms and conditions remain unchanged.

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NAMED INSURED ENDORSEMENT

Named Insured Archer Western – DeMoya Joint Venture LLC			Endorsement Number
Policy Symbol IMC	Policy Number I11153665 001	Policy Period 01/21/2019 to 01/21/2023	Effective Date of Endorsement
Issued By (Name of Insurance Company) ACE American Insurance Company			

Insert the policy number. The remainder of the information is to be completed only when this endorsement is issued subsequent to the preparation of the policy.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the following:

COMMON POLICY DECLARATIONS

The Named Insured is:

Archer Western – DeMoya Joint Venture LLC
Archer Western Construction, LLC
The DeMoya Group, Inc.

and all subcontractors of every tier

All other terms and conditions remain unchanged.

Authorized Representative



General Endorsement – Ingress / Egress sub limit

General Policy Information

Named Insured: Archer Western – DeMoya Joint Venture LLC

Policy Symbol: IMC

Policy Number: I11153665 001

Endorsement Number:

Effective date of Endorsement: 01/21/2019

Policy Period: 01/21/2019 to 01/21/2023

Issued by: ACE American Insurance Company

(Name of Insurance Company)

This Endorsement changes the policy – Please read it carefully

This endorsement modifies insurance provided under the following:

COMPLETED VALUE BUILDERS RISK COVERAGE FORM

Endorsement Information

MS-58067 (02/17)-Completed Value Builders Risk Form Delay in Opening Endorsement, Insuring Agreement, parts 3 and 4, a sub limit of \$250,000 is applicable to Soft Costs / Additional Expenses caused by action of civil authority, and / or, caused by an insured peril that prohibits access to the INSURED PROJECT site stated on the Policy Declarations due to direct physical LOSS to property, other than at the INSURED PROJECT site stated on the Policy Declarations.

This sub-limit is part of and not in addition to the MS-58067 endorsement Limit.

All other terms and conditions remain unchanged.

TRADE OR ECONOMIC SANCTIONS ENDORSEMENT

Named Insured Archer Western – DeMoya Joint Venture LLC			Endorsement Number
Policy Symbol IMC	Policy Number I11153665 001	Policy Period 01/21/2019 to 01/21/2023	Effective Date of Endorsement
Issued By (Name of Insurance Company) ACE American Insurance Company			

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This insurance does not apply to the extent that trade or economic sanctions or other laws or regulations prohibit us from providing insurance, but not limited to, the payment of claims. All other terms and conditions of policy remain unchanged.

Authorized Agent

TERRORISM EXCLUSION ENDORSEMENT

Named Insured Archer Western – DeMoya Joint Venture LLC			Endorsement Number
Policy Symbol IMC	Policy Number I11153665 001	Policy Period 01/21/2019 to 01/21/2023	Effective Date of Endorsement
Issued By (Name of Insurance Company) ACE American Insurance Company			

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

THIS ENDORSEMENT MODIFIES INSURANCE PROVIDED UNDER THE FOLLOWING:

BOILER AND MACHINERY COVERAGE PART
BUSINESS AUTO COVERAGE FORM
GARAGE COVERAGE FORM
MOTOR CARRIER COVERAGE FORM
TRUCKERS COVERAGE FORM
BUSINESS AUTO PHYSICAL DAMAGE COVERAGE FORM
COMMERCIAL INLAND MARINE COVERAGE PART
COMMERCIAL PROPERTY COVERAGE FORM
COMMERCIAL PROPERTY COVERAGE PART
STANDARD PROPERTY POLICY

The following exclusion is added to this policy and applies to all coverages, additional coverages, and coverage extensions, notwithstanding any provision to the contrary in this policy or any other endorsement hereto:

- A. This insurance does not cover loss, damage, injury, expense, cost, or legal obligation directly or indirectly caused by or resulting from any of the following, regardless of any other cause or event, whether or not insured under this policy, contributing concurrently or in any other sequence thereto:
1. "Act of Terrorism"; or
 2. Actions taken by or on behalf of any government or any branch or division thereof (including, without limitation, the uniformed armed forces, militia, police, state security, and anti-terrorism agencies) in responding to, preventing, combating, defending or retaliating against any "Act of Terrorism"; or
 3. dispersal, application, or release of any actual or alleged pathogen, poison, biologic or chemical product, material, waste or substance as a result of an Act of Terrorism, and it reasonably appears that one purpose of the Act of Terrorism was to release such product, material, waste or substance.

This exclusion applies whether or not the "Act of Terrorism" was committed in concert with or on behalf of any organization or government.

The terms and limitations of this exclusion do not serve to create coverage for any loss which would otherwise be excluded under this Policy, such as, but not limited to, losses excluded by the "Nuclear Exclusion" or the "War Exclusion" or similar provision.

- B. As used in this endorsement:

1. "Act of Terrorism" means any act against persons, organizations or property of any nature that involves the following or preparation for the following:
 - a. Use or threat of force or violence; or
 - b. Commission or threat of a dangerous act; or
 - c. Commission or threat of an act that interferes with or disrupts an electronic, communication, information, or mechanical system; and

2. Appears to be intended, in whole or in part, to:

- a. Intimidate or coerce a government or the civilian population; or
- b. Disrupt any segment of a nation's economy; or
- c. Influence the policy of a government by intimidation or coercion; or
- d. Affect the conduct of a government by mass destruction, assassination, kidnapping or hostage-taking; or
- e. Further political, ideological, religious, social or economic objectives or to express (or express opposition to) a philosophy or ideology; or
- f. Respond to governmental action or policy.

"Act of Terrorism" shall also include any incident determined to be such by an official, department or agency that has been specifically authorized by federal statute to make such a determination.

C. Exception Covering Certain Fire Losses

If an Act of Terrorism results in a fire and the direct physical loss or damage to property insured hereunder located in any State of the United States, the District of Columbia, the Commonwealth of Puerto Rico, the Commonwealth of the Northern Mariana Islands, American Samoa, Guam, each of the United States Virgin Islands and any territory or possession of the United States, that, either pursuant to the Standard Fire Policy or otherwise, prohibits exclusions for acts of terrorism that result in fire, this Company will pay for the loss or damage caused by that fire. Such coverage for fire applies only to direct loss or damage to property insured hereunder and may be limited, in accordance with the Standard Fire Policy, to the lesser of the actual cash value of the property at the time of the loss or the amount which it would cost to repair or replace the property, without allowance for any increased cost of repair or replacement by reason of any ordinance or law, and without any compensation for business interruption, extra expense to continue business activities, or any other coverage for loss or damage other than direct physical loss or damage to the property insured hereunder.

All other terms and conditions remain unchanged.



FLORIDA
IMPORTANT NOTICE TO POLICYHOLDERS

Coinsurance contract: The rate charged in this policy is based upon the use of the coinsurance clause attached to this policy, with the consent of the insured.

COMMERCIAL INLAND MARINE
CM 01 16 09 00

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

FLORIDA CHANGES – LOSS PAYMENT

This endorsement modifies insurance provided under the following:

COMMERCIAL INLAND MARINE COVERAGE PART

Paragraph **5.** of Loss Condition **E. Loss Payment** in the Commercial Inland Marine Conditions is replaced by the following:

- 5.** Provided you have complied with all the terms of this Coverage Part, we will pay for covered loss or damage within:
 - a.** 20 days after we receive the sworn proof of loss and reach written agreement with you; or

- b.** 30 days after we receive the sworn proof of loss and:

- (1)** There is an entry of final judgment; or
 - (2)** There is a filing of an appraisal award with us.

This endorsement does not apply to the Mail Coverage Form.

COMMERCIAL INLAND MARINE

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

FLORIDA CHANGES – WARRANTIES

This endorsement modifies insurance provided under the following:

COMMERCIAL INLAND MARINE COVERAGE PART

Wherever the words "warrants", "warranties", "warranted" or "warranty" appear in this Coverage Part, you and we agree that they are representations.

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ACE American Insurance Company

Insurance Company

Archer Western – DeMoya Joint Venture LLC

Policyholder

I11153665 001

Policy Number

AON RISK SERVICES CENTRAL INC

Broker/Producer

POLICYHOLDER DISCLOSURE NOTICE OF TERRORISM INSURANCE COVERAGE

You were notified that under the Terrorism Risk Insurance Act, as amended, you have a right to purchase insurance coverage for losses resulting from acts of terrorism. *As defined in Section 102(1) of the Act:* The term "act of terrorism" means any act or acts that are certified by the Secretary of the Treasury---in consultation with the Secretary of Homeland Security, and the Attorney General of the United States---to be an act of terrorism; to be a violent act or an act that is dangerous to human life, property, or infrastructure; to have resulted in damage within the United States, or outside the United States in the case of certain air carriers or vessels or the premises of a United States mission; and to have been committed by an individual or individuals as part of an effort to coerce the civilian population of the United States or to influence the policy or affect the conduct of the United States Government by coercion.

YOU SHOULD KNOW THAT WHERE COVERAGE IS PROVIDED BY YOUR POLICY FOR LOSSES RESULTING FROM CERTIFIED ACTS OF TERRORISM, SUCH LOSSES MAY BE PARTIALLY REIMBURSED BY THE UNITED STATES GOVERNMENT UNDER A FORMULA ESTABLISHED BY FEDERAL LAW. HOWEVER, YOUR POLICY MAY CONTAIN OTHER EXCLUSIONS WHICH MIGHT AFFECT YOUR COVERAGE, SUCH AS AN EXCLUSION FOR NUCLEAR EVENTS. UNDER THE FORMULA, THE UNITED STATES GOVERNMENT GENERALLY REIMBURSES 85% FOR YEAR 2015, 84% BEGINNING ON JANUARY 1, 2016; 83% BEGINNING ON JANUARY 1, 2017, 82% BEGINNING ON JANUARY 1, 2018; 81% BEGINNING ON JANUARY 1, 2019 AND 80% BEGINNING ON JANUARY 1, 2020, OF COVERED TERRORISM LOSSES EXCEEDING THE STATUTORILY ESTABLISHED DEDUCTIBLE PAID BY THE INSURANCE COMPANY PROVIDING THE COVERAGE. THE PREMIUM THAT WOULD BE CHARGED FOR THIS COVERAGE IS PROVIDED BELOW AND DOES NOT INCLUDE ANY CHARGES FOR THE PORTION OF LOSS THAT MAY BE COVERED BY THE FEDERAL GOVERNMENT UNDER THE ACT.

YOU SHOULD ALSO KNOW THAT THE TERRORISM RISK INSURANCE ACT, AS AMENDED, CONTAINS A \$100 BILLION CAP THAT LIMITS U.S. GOVERNMENT REIMBURSEMENT AS WELL AS INSURERS' LIABILITY FOR LOSSES RESULTING FROM CERTIFIED ACTS OF TERRORISM WHEN THE AMOUNT OF SUCH LOSSES IN ANY ONE CALENDAR YEAR EXCEEDS \$100 BILLION. IF THE AGGREGATE INSURED LOSSES FOR ALL INSURERS EXCEED \$100 BILLION, YOUR COVERAGE MAY BE REDUCED.

You elected **NOT** to purchase terrorism coverage under the Act at the price indicated. ACCORDINGLY, WE WILL **NOT** PROVIDE THIS COVERAGE AND YOU DO NOT OWE THE ADDITIONAL PREMIUM FOR THAT COVERAGE INDICATED BELOW.

Terrorism coverage described by the Act under your policy was made available to you for additional premium in the amount of \$175,000, however you elected to decline such



**Chubb Producer Compensation
Practices & Policies**

Chubb believes that policyholders should have access to information about Chubb's practices and policies related to the payment of compensation to brokers and independent agents. You can obtain that information by accessing our website at <http://www.chubbproducercompensation.com> or by calling the following toll-free telephone number: 1-866-512-2862.

U.S. TREASURY DEPARTMENT'S OFFICE OF FOREIGN ASSETS CONTROL ("OFAC") ADVISORY NOTICE TO POLICYHOLDERS

No coverage is provided by this Policyholder Notice nor can it be construed to replace any provisions of your policy. You should read your policy and review your Declarations page for complete information on the coverages you are provided.

This Notice provides information concerning possible impact on your insurance coverage due to directives issued by OFAC. **Please read this Notice carefully.**

The Office of Foreign Assets Control (OFAC) administers and enforces sanctions policy, based on Presidential declarations of "national emergency". OFAC has identified and listed numerous:

- Foreign agents;
- Front organizations;
- Terrorists;
- Terrorist organizations; and
- Narcotics traffickers;

as "Specially Designated Nationals and Blocked Persons". This list can be located on the United States Treasury's web site – <http://www.treas.gov/ofac>.

In accordance with OFAC regulations, if it is determined that you or any other insured, or any person or entity claiming the benefits of this insurance has violated U.S. sanctions law or is a Specially Designated National and Blocked Person, as identified by OFAC, this insurance will be considered a blocked or frozen contract and all provisions of this insurance are immediately subject to OFAC. When an insurance policy is considered to be such a blocked or frozen contract, no payments nor premium refunds may be made without authorization from OFAC. Other limitations on the premiums and payments also apply.

ACE INLAND MARINE - IMPORTANT NOTICE

NOTIFICATION OF CLAIMS

To our Brokers/Agents-To Be Kept With Policy

What to do when Loss Occurs:

1. Upon knowledge of any occurrence likely to give rise to a claim hereunder, "you" must give immediate notice to :

Chubb Property Claims
One Beaver Valley Road, Suite 4E
Wilmington, Delaware 19803

E-Mail: propertyfirstnotices@chubb.com

Fax: (302) 476-7855

Phone: (800) 433-0385

2. ACE Inland Marine claims cannot be processed through any other facility and must be reported as indicated above.
3. Adjustors can only be assigned by or with the specific authorization of the Chubb Property Claims Department.

SIGNATURES

Named Insured Archer Western – DeMoya Joint Venture LLC			Endorsement Number
Policy Symbol IMC	Policy Number I11153665 001	Policy Period 01/21/2019 to 01/21/2023	Effective Date of Endorsement
Issued By (Name of Insurance Company) ACE American Insurance Company			

Insert the policy number. The remainder of the information is to be completed only when this endorsement is issued subsequent to the preparation of the policy.


THE ONLY SIGNATURES APPLICABLE TO THIS POLICY ARE THOSE REPRESENTING THE COMPANY NAMED ON THE FIRST PAGE OF THE DECLARATIONS.

By signing and delivering the policy to you, we state that it is a valid contract.

INDEMNITY INSURANCE COMPANY OF NORTH AMERICA (A stock company)
BANKERS STANDARD FIRE AND MARINE COMPANY (A stock company)
BANKERS STANDARD INSURANCE COMPANY (A stock company)
ACE AMERICAN INSURANCE COMPANY (A stock company)
ACE PROPERTY AND CASUALTY INSURANCE COMPANY (A stock company)
INSURANCE COMPANY OF NORTH AMERICA (A stock company)
PACIFIC EMPLOYERS INSURANCE COMPANY (A stock company)
ACE FIRE UNDERWRITERS INSURANCE COMPANY (A stock company)
WESTCHESTER FIRE INSURANCE COMPANY (A stock company)

436 Walnut Street, P.O. Box 1000, Philadelphia, Pennsylvania 19106-3703


 REBECCA L. COLLINS, Secretary


 JOHN J. LUPICA, President

 Authorized Representative

Chubb. Insured.™